



LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH  
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MARVIN J. SOUTHARD, D.S.W.  
Director  
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Chief Deputy Director  
RODERICK SHANER, M.D.  
Medical Director

May 20, 2014

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

24 May 20, 2014

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL TO SUPERSEDE THREE EXISTING AGREEMENTS WITH THE  
HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES FOR  
FISCAL YEARS 2013-14 THROUGH 2017-18  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Approval to supersede three existing Agreements with the Housing Authority of the County of Los Angeles and approval to fill one ordinance position to oversee the Agreements.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and authorize the Director of Mental Health (Director), or his designee, to sign and execute three superseded Agreements (Attachment I) with the Housing Authority of the County of Los Angeles (HACoLA) for the Tenant-Based Rental Assistance (TBRA) Program to provide the Department of Mental Health (DMH) with TBRA certificates for housing and to provide funding for administrative oversight of the TBRA Program. For Fiscal Years (FYs) 2013-14 through 2017-18, the estimated Total Compensation Amount (TCA) for each Federal Fiscal Year is \$165,773 for the three Agreements for administrative oversight of the TBRA Program, fully funded by the U.S. Department of Housing and Urban Development (HUD) revenues. DMH will provide an in-kind match of mental health supportive services for the TBRA Program.
2. Authorize DMH to fill 1.0 full-time equivalent (FTE) funded ordinance position as detailed in Attachment II, pursuant to Section 6.06.020 of the County Code and subject to allocation by the Chief Executive Office (CEO).

3. Delegate authority to the Director, or his designee, to amend, including extending the term and/or renewing existing Agreements, sign, and execute new Agreements for DMH to accept new HUD funds from HACoLA for the maximum term of five years, provided that: 1) any such increase will be used to provide additional services and/or hire other position(s); 2) approval as to form by County Counsel, or designee, is obtained prior to execution of such agreements/amendments; and 3) the Director notifies your Board and CEO of agreements/amendments in writing within 30 days after execution of each amendment.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Board approval of the recommended actions will allow DMH to supersede three existing Agreements with HACoLA for the TBRA program and fund a new ordinance position for the administrative oversight of the TBRA Program. The superseded Agreements include updated contract requirements as determined by HUD's regulatory agreements. The changes include a reduction of the in-kind match requirement from 100 percent to 25 percent, and financial compensation to DMH for administration costs. The Agreements will provide affordable housing subsidies to a minimum of 327 DMH clients and their families.

### **Implementation of Strategic Plan Goals**

The recommended actions support the County's Strategic Plan Goal 3, Integrated Services Delivery.

### **FISCAL IMPACT/FINANCING**

The estimated TCA for each Federal Fiscal Year is \$165,773 for the three Agreements. This amount will fund 1.0 ordinance FTE to provide administrative oversight of the TBRA Program, fully funded by the U.S. Department of HUD revenues.

Sufficient appropriation is included in DMH's FY 2013-14 Final Adopted Budget. Funding for future fiscal years will be requested through DMH's annual budget request process.

There is no net impact on County cost with the recommended actions.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

In the 2013 Homeless Count Report, the Los Angeles Homeless Services Authority cited that on any given night there are 58,423 homeless persons in Los Angeles County. Of this number, 14,942 are considered to be chronically homeless and 30 percent report having a mental illness. DMH's strategy to end homelessness for the clients we serve includes securing housing resources such as those provided by the TBRA Program. This program, formerly known as the Shelter Plus Care program, provides a housing subsidy to those who meet HUD's definition of homelessness while DMH provides supportive services. The tenant pays 30 percent of their income towards rent and the subsidy pays the remaining rent.

Since 1997, DMH has been granted 928 TBRA certificates through the Los Angeles County Continuum of Care. The superseded Agreements provide 327 of those certificates. The certificates are made available to clients served by DMH's directly-operated and contract agencies. DMH's

management of these contracts includes ensuring all contract requirements are met. The responsibility includes providing training to DMH staff, approving all referrals into the program, reviewing, processing and submitting applications quarterly and annual reports to HACoLA.

In the past, DMH has administered the contracts without receiving administrative funding from HACoLA. Since there has been an increase in program administration due to additional requirements, including extensive data entry into the HUD mandated Homeless Management Information System for all TBRA participants, the funding will allow DMH to hire a full-time staff to assist with the administration of the superseded Agreements. The superseded Agreements also require an in-kind match of supportive services. The supportive services provided by DMH include outreaching and engaging the homeless population that meets DMH eligibility criteria and assisting them with transitioning from homelessness to a permanent, affordable home. This is accomplished by helping the client complete the housing application, accompanying them to appointments, assisting in the housing search, preparing for housing authority and landlord interviews and assisting with moving in. After the clients move-in, DMH's goals are to assist the clients to develop independent living skills, meet lease requirements, budget, develop community connections and other supports that allow them to live independently within the community. DMH also outreaches to landlords and property owners to increase the availability of affordable and supported housing; therefore, expanding options for DMH clients.

The attached Agreement formats have been reviewed as to form by County Counsel. The CEO has reviewed the proposed action. Administrative staff at DMH will continue to administer and supervise the Agreements and ensure that Agreement provisions and Departmental policies are followed.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Board approval of the recommended actions will provide DMH clients and their families access to subsidized housing through contracts with the housing authorities for housing subsidies and help support the County's effort to end homelessness.

The Honorable Board of Supervisors

5/20/2014

Page 4

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mg Southard". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

MARVIN J. SOUTHARD, D.S.W.

Director of Mental Health

MJS:MM:MF:RK:d

o

Enclosures

c: Chief Executive Officer  
County Counsel  
Executive Office, Board of Supervisors  
Chairperson, Mental Health Commission



**AGREEMENT  
BETWEEN THE HOUSING AUTHORITY OF  
THE COUNTY OF LOS ANGELES  
AND  
THE LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH  
RELATING TO THE CONTINUUM OF CARE  
TENANT BASED RENTAL ASSISTANCE (TBRA) PROGRAM**

This Agreement is made and entered into in duplicate original this 1<sup>st</sup> day of October 2013 by and between the HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES, hereinafter referred to as "AUTHORITY", and the COUNTY OF LOS ANGELES by and through its DEPARTMENT OF MENTAL HEALTH, hereinafter referred to as "CONTRACTOR".

WHEREAS, the AUTHORITY recognizes the need for and desires to link rental assistance to supportive services for very low or extremely low income, hard-to-serve homeless persons with disabilities (primarily those who are seriously mentally ill; have chronic substance abuse problems; or acquired immune deficiency syndrome (AIDS or related diseases) and their families;

WHEREAS, the AUTHORITY was designated by the U.S. Department of Housing and Urban Development (HUD) as the agency responsible for administering the Continuum of Care (CoC) Program (Program) in the County of Los Angeles pursuant to the provisions of Title IV of the McKinney-Vento Homeless Assistance Act;

WHEREAS, the AUTHORITY pursuant to Sections 18.1 and 18.4 of its Administrative Plan 2013, receives non-Housing Choice Voucher Program funding to administer special programs such as the CoC Program;

WHEREAS, the AUTHORITY was awarded Tenant Based Rental Assistance (TBRA) funding under the CoC Program Grant Agreement # CA0365L9D001205 between HUD and the AUTHORITY;

WHEREAS, the AUTHORITY in accordance with the Program will provide training to the CONTRACTOR, who shall be or work with a local service provider that has the training, experience and qualifications, to facilitate the transition of homeless persons with disabilities and their families into a stable housing environment and provide supportive services at least equal in value to 25% of the total grant amount funded by HUD; and

WHEREAS, the AUTHORITY will make rental assistance payments to private landlords for units occupied by eligible persons in accordance with the terms and conditions described in the CoC Housing Assistance Payments Contract.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the AUTHORITY and the CONTRACTOR agree as follows:

## 1. DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words and phrases used throughout this Agreement shall have the meanings defined by HUD and as set forth below.

### A. **Chronically Homeless:**

(1) An individual who:

- i. Is homeless and lives in a place not meant for human habitation (e.g., living on the streets), a safe haven, or in an emergency shelter; and
- ii. Has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least 1 year or on at least four separate occasions in the last 3 years; and
- iii. Can be diagnosed with one or more of the following conditions: substance abuse disorder, serious mental illness, developmental disability (as defined in Section 102 of the Developmental Disabilities Assistance Bill of Rights Act of 2000 (42 U.S.C. 15002)), post-traumatic stress disorder, cognitive impairments resulting from brain injury, or chronic physical illness or disability;

(2) An individual who has been residing in an institutional care facility, including jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (1) of this definition, before entering that facility; or

(3) A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.

**B. Eligible Persons:** Persons eligible for the Continuum of Care Program must be of low income, homeless AND have a disability.

**C. Disability:** *Persons with disabilities* means a household in which one adult or child has a disability.

- a. A person shall be considered to have a disability if such person has a physical, mental, or emotional impairment, including alcohol or drug abuse, post-traumatic stress disorder or brain injury, which is expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently; and is of such a nature that such ability could be improved by more suitable housing conditions.

- b. A person will also be considered to have a disability if he or she has a developmental disability, which is a severe, chronic disability that—

1. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
2. Is manifested before the person attains age 22;
3. Is likely to continue indefinitely;
4. Results in substantial functional limitations in three or more of the following areas of major life activity:
  - a. Self-care;
  - b. Receptive and expressive language;
  - c. Learning;
  - d. Mobility;
  - e. Self-direction;
  - f. Capacity for independent living; and
  - g. Economic self-sufficiency; and
5. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services which are of lifelong or extended duration and are individually planned and coordinated.

- c. A person will also be considered to have a developmental disability if the individual does not meet three or more of the criteria described in paragraphs 1-5 under section (B) above, but is between the age of zero to nine years, inclusive, and has substantial developmental delay or specific congenital or acquired condition and without services and support has a high probability of meeting those criteria later in life.

**D. Homeless:**

1. An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
  - i. Has a primary nighttime residence that is a public or private place not meant for human habitation (i.e. bus or train stations, airports, or camping grounds, cars, abandoned buildings, parks, sidewalks, etc.).
  - ii. Is living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including emergency shelters, transitional housing, and hotels/motels paid for by charitable organizations or federal/state/local government programs for low income individuals; for homeless persons who originally came from the streets.
  - iii. An individual who is exiting an institution where he/she resided 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
2. An individual or family who will imminently lose their primary nighttime residence within 14 days and no subsequent residence has been identified

and the person lacks the resources and support networks needed to obtain other permanent housing.

3. Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition but who are defined as homeless under another Federal statute or section 725(2) of the McKinney-Vento Homeless Assistance Act; have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the homeless assistance application; have experienced persistent instability as measured by two moves or more during the preceding 60 days; and can be expected to continue in such status for an extended period of time due to special needs or barriers as listed in 24CFR 578.3.

4. Any individual or family who is fleeing or attempting to flee from domestic violence, dating violence, sexual assault or stalking or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place in the person or family's primary nighttime residence or has made the person or family afraid to return to the primary nighttime residence; has no subsequent residence and lacks the resources and support networks needed to obtain housing.

## **2. SERVICES AND DUTIES**

- A. The CONTRACTOR shall provide the services described in this Section and as set forth in Attachment II of this Agreement.
- B. The CONTRACTOR shall provide the following supportive services for at least one hundred and ninety-one (191) disabled homeless participants.
  - 1. The CONTRACTOR is required to submit referrals until the allocation requirement is met.
  - 2. The CONTRACTOR shall submit eligible referrals resulting in 50% of the total allocations within six (6) months of contract execution and 100% of the allocation within 12 months from execution of this Agreement, or be subject to deobligation of funds by HUD as stipulated in 24 CFR §578.85.
  - 3. The CONTRACTOR shall, under the guidance of the AUTHORITY, provide: outreach and intake services, including disseminating Continuum of Care Program information to potential Program participants; assist individuals in preparing Program application packages including required documentation; and submit applications of eligible individuals to the AUTHORITY for review and final approval resulting in at least one hundred and ninety-one (191) homeless participants with disabilities gaining and/or maintaining suitable housing.
  - 4. The CONTRACTOR shall conduct an annual assessment of the service needs required by the Program participants, including supportive services



designed to assist participants in remaining housed and maintaining Program compliance.

5. The CONTRACTOR shall provide supportive services or service referrals and ensure that clients receive appropriate services. Pursuant to this Agreement and regulations at 24CFR 578.53, appropriate supportive services include, but are not be limited to the following: services that address the special needs of the Program participants; the costs of the day-to-day operation of the supportive service facility, including maintenance, repair, building security, furniture, utilities, and equipment; and provision of supportive services to households of disabled homeless persons within the AUTHORITY'S jurisdiction which results in obtaining and maintaining stable subsidized housing in a residential neighborhood of the their choice, as listed in Attachment II of this Agreement.
  6. The CONTRACTOR shall locate a care provider who can appropriately provide services for special populations such as: unaccompanied homeless youth; persons living with HIV/AIDS (acquired immunodeficiency disease syndrome or a related disease); and victims of domestic violence, dating violence, sexual assault, or stalking who requires more intensive care that can be provided through this tenant based rental assistance Program, and refer the individual to the care provider.
  7. The CONTRACTOR shall reference the *CoC Handbook* provided by the AUTHORITY; in order to ensure compliance with Program regulations, policies, and timely submission of all required forms – as is necessary in order to successfully co-administer this Program.
- C. The AUTHORITY shall provide the services set forth in Attachment IV of this Agreement.

### 3. **COMPENSATION**

The CONTRACTOR shall submit to the AUTHORITY on the 1st day of each month an invoice on a form approved by the AUTHORITY for administrative expenses. Upon receipt and approval, the AUTHORITY will pay the CONTRACTOR within thirty (30) days of receipt and approval of the invoice. The total amount of compensation under this Agreement shall not exceed **One Hundred Thousand and Forty-Four Dollars (\$100,044)**.

The Contractor shall be paid in accordance with the Housing Authority's standard accounts payable system.

The CONTRACTOR shall have no claim against the AUTHORITY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the CONTRACTOR after the expiration or other termination of this Agreement. Should the CONTRACTOR receive any such

payment, it shall immediately notify the AUTHORITY and shall immediately repay all such funds to the AUTHORITY. Payment by the AUTHORITY for services rendered after expiration or termination of this Agreement shall not constitute a waiver of the AUTHORITY'S right to recover such payment from the CONTRACTOR. This provision shall survive the expiration or other termination of this Agreement.

#### 4. **APPROPRIATIONS**

The United States of America, through HUD, may in the future place programmatic or fiscal limitation(s) on funds not presently anticipated (i.e., limitations imposed by sequestration). Accordingly, the AUTHORITY reserves the right to cease all leasing/programmatic activities and/or revise this Agreement as necessary in order to take into account actions affecting HUD program funding. The AUTHORITY'S obligation is payable only and solely from funds appropriated through HUD and, for the purpose of this Agreement.

In the event this Agreement extends into succeeding contract years and funds have not been appropriated, compensation for this Agreement will automatically terminate as of the end of the term of this Agreement. The AUTHORITY will endeavor to notify the CONTRACTOR in writing within ten (10) days of receipt of non-appropriation notice.

#### 5. **TERM**

The term of this Agreement shall commence as of the date and year first indicated above and shall terminate on or before September 30, 2014, unless sooner terminated or extended, in whole or in part, as provided herein. The AUTHORITY reserves the right to cancel this Agreement with or without cause upon 30 days' prior written notice to the CONTRACTOR during said period.

The AUTHORITY may grant time of performance modifications and/or extensions to this Agreement when such modifications or extensions:

- a. Will not change the project goals or scope of services;
- b. Are specifically requested by the CONTRACTOR;
- c. Are in the best interest of the AUTHORITY and the CONTRACTOR in performing the scope of services under this Agreement and;
- d. Are consistent with the regulatory and funding limitations prescribed by HUD.

Any such modification or extension shall be effected by a written amendment executed by the CONTRACTOR and the AUTHORITY.

**6. TERMINATION FOR IMPROPER CONSIDERATION**

The AUTHORITY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any AUTHORITY officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to the CONTRACTOR'S performance pursuant to this Agreement. In the event of such termination, the AUTHORITY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

The CONTRACTOR shall immediately report any attempt by an AUTHORITY officer or employee to solicit such improper consideration. The report shall be made either to the AUTHORITY's Executive Director or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

**7. TERMINATION FOR CONVENIENCE**

The AUTHORITY reserves the right to cancel this Agreement for any reason at all upon thirty (30) days prior written notice to the CONTRACTOR. In the event of such termination, the CONTRACTOR shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

**8. TERMINATION FOR CAUSE**

This Agreement may be terminated by the AUTHORITY upon written notice to the CONTRACTOR for just cause (failure to perform satisfactorily) with no liability incurred by the AUTHORITY upon termination or upon the occurrence of any of the following events:

- a. Should the CONTRACTOR fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of the Agreement in their true intent and meaning, then in such case, notice thereof in writing will be served upon the CONTRACTOR, and should the CONTRACTOR neglect or refuse to provide a means for satisfactory compliance with this Agreement and with the direction of the AUTHORITY within the time specified in such notice, the AUTHORITY shall have the power to suspend or terminate the operations of the CONTRACTOR in whole or in part.

- b. Should the CONTRACTOR fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Agreement, or if the work to be done under this Agreement is abandoned for more than three days by the CONTRACTOR, then notice of deficiency thereof in writing will be served upon the CONTRACTOR by the Manager of Central Services. Should the CONTRACTOR fail to comply with the terms of this Agreement within five (5) days upon receipt of said written notice of deficiency, the Executive Director of the AUTHORITY shall have the power to suspend or terminate the operation of the CONTRACTOR in whole or in part.
- c. In the event that a petition of bankruptcy shall be filed by or against the CONTRACTOR.
- d. If, through any cause, the CONTRACTOR fails to fulfill, in a timely and proper manner, the obligations under this Agreement, or if the CONTRACTOR violates any of the covenants, agreements, or stipulations of this Agreement, the AUTHORITY shall thereupon have the right to terminate this Agreement by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the CONTRACTOR under this Agreement shall, at the option of the AUTHORITY become its property.

## 9. SUBCONTRACTING

The CONTRACTOR may subcontract only those specific portions of work allowed in the original specifications covered by this Agreement with prior written approval by the AUTHORITY.

The CONTRACTOR shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval by the AUTHORITY.

In the event the CONTRACTOR subcontracts any portion of this Agreement, with or without the AUTHORITY's prior written consent, and with or without a formal written agreement, the CONTRACTOR shall ensure, and be liable for ensuring, that all of its subcontractors comply with all the terms and conditions stated herein. Nothing contained herein shall preclude the AUTHORITY from enforcing compliance by any subcontractor of the terms and conditions stated herein, either directly or through the CONTRACTOR, at the CONTRACTOR's sole expense.



**10. EMPLOYEES OF CONTRACTOR**

*Workers' Compensation:* the CONTRACTOR understands and agrees that all persons furnishing services to the AUTHORITY pursuant to this Agreement are, for the purpose of Workers' Compensation liability, employees solely of the CONTRACTOR. The CONTRACTOR shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the AUTHORITY under this Agreement.

*Professional Conduct:* The AUTHORITY does not and will not condone any acts, gestures, comments or conduct from the CONTRACTOR'S employees, agents or subcontractors which may be construed as sexual harassment or any type of activities or behavior that might be construed as harassment. The AUTHORITY will properly investigate all charges of harassment by residents, employees or agents of the AUTHORITY against any and all the CONTRACTOR'S employees, agents or SUBCONTRACTORS providing services for the AUTHORITY. The CONTRACTOR assumes all liability for the actions of the CONTRACTOR'S employees, agents or SUBCONTRACTORS and is responsible for taking appropriate action after reports of harassment are received by the CONTRACTOR.

**11. STAFFING REQUIREMENT**

The AUTHORITY recognizes the importance of appropriate staff as it pertains to the delivery of supportive services cited in this Agreement. The CONTRACTOR shall honor the staffing terms stated in the original Grant Application that was approved by the AUTHORITY. If changes in staffing terms must be made, the CONTRACTOR agrees to seek the approval of the AUTHORITY prior to any staff adjustments.

**12. SERVICES COORDINATION**

The CONTRACTOR will provide to the Program a participant housing specialist/case manager to work with participants to develop an individualized housing and service plan, appropriate to the participant's needs. This plan may include, but is not limited to focusing on: sobriety, alcohol and drug-free housing, receiving supportive services, accessing mainstream benefits, and addressing legal concerns.

The CONTRACTOR will inform the participants that the Program requires them to meet with their housing specialist/case manager at least once annually to discuss the progress in their housing and service plan and determine what adjustments are needed in order to maintain independent living and self-sufficiency.

**13. INSURANCE**

The CONTRACTOR shall provide and maintain, at its own expense during the term of this Agreement, a policy or policies of insurance meeting the minimum requirements contained in Attachment I and attached hereto and made a part of this Agreement.

This Agreement or any provision thereof or any right or obligation arising hereunder is not assignable in whole or in part without the expressed written consent of the AUTHORITY.

**14. ASSIGNMENT BY CONTRACTOR**

The CONTRACTOR shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of the AUTHORITY, at its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, the AUTHORITY's consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the AUTHORITY to any approved delegate or assignee on any claim under the Agreement shall be deductible, at the AUTHORITY's sole discretion, against the claims, which the CONTRACTOR may have against the AUTHORITY. However, the AUTHORITY reserves the right to assign this Agreement to another public agency without the consent of the CONTRACTOR.

Shareholders, partners, members, or other equity holders of the CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of the CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of the AUTHORITY in accordance with applicable provisions of this Agreement.

Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the AUTHORITY's expressed prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, the AUTHORITY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

In the event the CONTRACTOR assigns any portion of this Agreement, with or without the AUTHORITY'S prior written consent, and with or without a formal written agreement, the CONTRACTOR shall ensure, and be liable for ensuring, that all of its assignees comply with all the terms and conditions stated herein. Nothing contained herein shall preclude the AUTHORITY from enforcing compliance by any assignee of the terms and conditions stated herein, either directly or through the CONTRACTOR, at the CONTRACTOR'S sole expense.

#### **15. NOTICES**

All notices, correspondence and invoices shall be delivered or mailed with postage prepaid to the following address:

**AUTHORITY:**

Housing Authority of the County of Los Angeles  
Margarita Lares, Director  
Attn: Georganne Colvin  
Assisted Housing Division  
700 W. Main Street  
Alhambra, CA 91801

**CONTRACTOR:**

Los Angeles County Department of Mental Health  
Marvin J. Southard, D.S.W., Director  
Attn: Maria Funk, Ph.D.,  
Mental Health Clinical District Chief  
695 S. Vermont Avenue, 10<sup>th</sup> Floor  
Los Angeles, CA 90005

#### **16. NON-DISCRIMINATION**

In the performance of its obligations hereunder, the CONTRACTOR shall comply with the provisions of all federal, state or local laws prohibiting discrimination on the grounds of race, color, religion, sex, physical disability, creed or national origin.

#### **17. INDEMNIFICATION**

The CONTRACTOR shall indemnify, defend, and hold harmless the AUTHORITY, the Community Development Commission, County of Los Angeles, and their officials, officers, employees, and agents (hereinafter collectively referred to as "Public Entities") from and against any and all liability, demands, damages, claims, causes of action, expenses, and fees (including reasonable attorneys' fees, expert witness fees, and legal costs) including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "liabilities"), arising from or connected with the CONTRACTOR's acts, errors, and/or omissions under this

Agreement or the services to be provided by the CONTRACTOR hereunder. The CONTRACTOR shall not be required to indemnify, defend and hold harmless the Public Entities from any liabilities that are caused by the sole negligence or willful misconduct of the AUTHORITY or its officials, officers, employees, or agents. This indemnification provision shall remain in full force and effect and survive the termination and/or expiration of this Agreement. The CONTRACTOR agrees to require any and all entities with which it contracts to agree to and abide by the above mentioned indemnification requirements in favor of the Public Entities, as applicable to each of them.

The AUTHORITY shall indemnify, defend, and hold harmless the CONTRACTOR and its officials, officers, employees, and agents from and against any and all liability, demands, damages, claims, causes of action, expenses, and fees (including reasonable attorneys' fees, expert witness fees, and legal costs) including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "liabilities") arising from or connected with the AUTHORITY's acts, errors, and/or omissions under this Agreement or the services to be provided by the AUTHORITY hereunder. The AUTHORITY shall not be required to indemnify, defend, and hold harmless the CONTRACTOR or its officials, officers, employees or agents from any liabilities that are caused by the sole negligence or willful misconduct of the CONTRACTOR or its officials, officers, employees or agents.

#### **18. INDEPENDENT CONTRACTOR**

The CONTRACTOR shall perform the services as contained herein as an independent CONTRACTOR and shall not be considered an employee of the AUTHORITY or under AUTHORITY supervision or control. This Agreement is by and between the CONTRACTOR and the AUTHORITY, and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the AUTHORITY and the CONTRACTOR.

#### **19. FORMS AND REPORTS**

##### **a. Quarterly Match Funds Tracking Report**

The CONTRACTOR shall submit individual Quarterly Match Funds Tracking Reports to the AUTHORITY by the 15<sup>th</sup> of the month following the APR quarterly reporting period. The form will assist in tracking the supportive services required in the section titled "Service and Duties", of this Agreement. The *Quarterly Match Funds Tracking Report* is provided by the AUTHORITY to the CONTRACTOR via the *CoC Handbook*.

##### **b. Annual Progress Report**

The CONTRACTOR is obligated to complete the *Annual Progress Report* (APR). The CONTRACTOR must submit the APR to the AUTHORITY 30

days after the end of the operating year. HUD may terminate the renewal of any grant and require the recipient to repay the renewal grant if: (1) The recipient fails to timely submit a HUD Annual Performance Report (APR) for the grant year immediately prior to renewal; or (2) The recipient submits an APR that HUD deems unacceptable or shows noncompliance with the requirements of the grant and this part. The APR is subject to change due to HUD updates. For the purposes of the APR, the CONTRACTOR'S Operating Year commences April 1st and terminates March 31st.

## **20. MONITORING AND RECORDS**

The CONTRACTOR will make available all its records pursuant to this Agreement with the AUTHORITY upon request. All records will be retained during the term of the Agreement and for a five (5) year period thereafter. Monitoring site-visits will be conducted at least annually. Program "participant master files" must contain all documentation as it pertains to eligibility, supportive/case management services, referrals, and documentation of homelessness.

## **21. PARTICIPANT MASTER FILE**

Under this Agreement, the CONTRACTOR is required to maintain a Participant Master File for each participant. The Participant Master File must contain the following:

- a. Proper verification of homelessness, in accordance with the *Homeless Condition Certification* form, provided by the AUTHORITY in the CoC Handbook.
- b. Documentation of an intake conducted to determine the client's eligibility for the CoC Program; as per the *Housing Intake Assessment Form*, provided by the AUTHORITY in the CoC Handbook.
- c. Documentation of an annual needs assessment of supportive services provided to participants, from time of the client's placement in the subsidized unit and throughout their participation in the Program; as per the *Annual Needs Assessment form*, provided by the AUTHORITY in the CoC Handbook.
- d. Proper verification of disability; as certified by a licensed professional via the *Certificate of Disability Form*, provided by the AUTHORITY in the CoC Handbook.
- e. Tracking of matching funds for value of supportive services provided to participants; as per the *Quarterly Match Funds Tracking Report*, provided by the AUTHORITY in the CoC Handbook.

Failure on the part of the CONTRACTOR to maintain a complete Participant Master File for each participant may result in the AUTHORITY exercising its right to take corrective measures.

**22. CONFIDENTIALITY OF REPORTS**

The CONTRACTOR shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the AUTHORITY, except as required under the California Public Records Act, the Federal Freedom of Information Act, or other applicable law, or pursuant to court order.

**23. CHANGES**

The AUTHORITY may, from time to time, request changes in the scope of the services of the CONTRACTOR to be performed hereunder. Such changes, which are agreed upon by and between the CONTRACTOR and the AUTHORITY, shall be incorporated into this Agreement by written amendments.

**24. AUTHORITY'S QUALITY ASSURANCE PLAN**

The AUTHORITY will evaluate the CONTRACTOR'S performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR'S compliance with all contract terms and performance standards. If the AUTHORITY determines that there are severe or continuing deficiencies in the CONTRACTOR's compliance with contract terms and performance standards, the AUHTORITY may require corrective action measures to be implemented by the CONTRACTOR. If improvement does not occur consistent with the corrective measure, the AUTHORITY may terminate this Agreement, pursuant to Section 8 "Termination for Cause" of this Agreement or seek other remedies as specified in this Agreement.

A performance review will be conducted on an annual basis to evaluate the performance of the CONTRACTOR. Based on the assessment of the performance review, as determined by the AUTHORITY in its sole discretion, "the AUTHORITY shall thereupon have the right to terminate this Agreement by giving written notice to the CONTRACTOR pursuant to Section 6 "Termination for Convenience" or Section 8 "Termination for Cause."

**25. SAFETY STANDARDS AND ACCIDENT PREVENTION**

The CONTRACTOR shall comply with all applicable federal, state, and local laws governing safety, health, and sanitation. The CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Agreement.

**26. DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA**

The CONTRACTOR certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990.

**27. CONTRACTOR'S WARRANTY OF ADHERENCE TO THE AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM**

The CONTRACTOR acknowledges that the AUTHORITY has established a goal of ensuring that all individuals who benefit financially from the AUTHORITY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers of the County of Los Angeles. As required by the AUTHORITY'S Child Support Compliance Program and without limiting the CONTRACTOR'S duty under this Agreement to comply with all applicable provisions of the law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**28. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH THE AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Section 27, "CONTRACTOR'S Warranty of Adherence to the Authority's Child Support Compliance Program" shall constitute a default by the CONTRACTOR under this Agreement. Without limiting the rights and remedies available to the AUTHORITY under any other provision of this Agreement, failure of the CONTRACTOR to cure such default within 90 calendar days of written notice shall be grounds upon which the AUTHORITY may terminate this Agreement pursuant to Section 8, "Termination For Cause" and pursue debarment of the CONTRACTOR, pursuant to the AUTHORITY'S Policy.

**29. POST MOST WANTED DELINQUENT PARENT LIST**

The CONTRACTOR acknowledges that the AUTHORITY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The CONTRACTOR understands that it is the AUTHORITY'S policy to encourage its contractors to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent

position at the CONTRACTOR'S place of business. The Los Angeles County Child Support Services Department (CSSD) will supply the CONTRACTOR with the poster to be used.

**30. COMPLIANCE WITH LAWS**

The CONTRACTOR agrees to be bound by any and all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Agreement. This Agreement is subject to and incorporates the terms of the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85. If compensation under this Agreement is in excess of \$100,000 then the CONTRACTOR shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The CONTRACTOR shall obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Agreement.

The CONTRACTOR shall also comply with the laws described in Sections 31-40, and 48-54, inclusive of this Agreement.

**31. CIVIL RIGHTS ACT OF 1964, TITLE VI (NON-DISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS)**

The CONTRACTOR shall comply with the Civil Rights Act of 1964, Title VI, which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**32. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

The CONTRACTOR shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

**33. AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973**

The CONTRACTOR shall comply with the Age Discrimination Act of 1975 and



section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Agreement on the basis of age or with respect to an otherwise qualified disabled individual.

**34. EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NON-DISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS)**

The CONTRACTOR shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Agreement, the CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining Agreement or other contract or understanding, a notice to be provided by the agency of the CONTRACTOR'S commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The CONTRACTOR will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The CONTRACTOR will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the AUTHORITY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the CONTRACTOR'S noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts

in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The CONTRACTOR will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such actions with respect to any subcontract or purchase order as the AUTHORITY may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the CONTRACTOR becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the AUTHORITY, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

**35. GREATER AVENUES FOR INDEPENDENCE (GAIN) PROGRAM AND GENERAL RELIEF OPPORTUNITY FOR WORK (GROW) PROGRAM**

- A. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.
- B. In the event that both laid-off County Employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

**36. FEDERAL LOBBYIST REQUIREMENTS**

The CONTRACTOR is prohibited by the Department of the Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's Title 24 Code of Federal Regulations (CFR) 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.

The CONTRACTOR must certify in writing on the Federal Lobbyist Requirements Certification form, attached hereto as Attachment V, that they

are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the CONTRACTOR will comply with the Lobbyist Requirements.

Failure on the part of the CONTRACTOR or persons/subcontractors acting on behalf of the CONTRACTOR to fully comply with the Federal Lobbyist Requirements shall be subject to civil penalties.

**37. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

**38. USE OF RECYCLED-CONTENT PAPER PRODUCTS**

- Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this project.

**39. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

- a. A responsible contractor is a contractor, consultant, vendor or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the AUTHORITY, Community Development Commission (Commission), and County of Los Angeles (County) to conduct business only with responsible contractors.
- b. The CONTRACTOR is hereby notified that if the AUTHORITY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the AUTHORITY may, in addition to other remedies provided in the contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on AUTHORITY contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the AUTHORITY.
- c. The AUTHORITY may debar a CONTRACTOR, consultant, vendor or operating agency if the Board of Commissioners finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the AUTHORITY, Commission, or County, or a

nonprofit corporation created by the AUTHORITY, Commission, or County, (2) committed an act or omission which negatively reflects on the quality, fitness or capacity to perform a contract with the AUTHORITY, Commission, or County, any other public entity, a nonprofit corporation created by the AUTHORITY, Commission, or County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the AUTHORITY, Commission, County, or any other public entity.

- d. If there is evidence that the CONTRACTOR may be subject to debarment, the AUTHORITY will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- e. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and the AUTHORITY shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.
- f. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- g. If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The AUTHORITY may, at its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the AUTHORITY.

- h. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the CONTRACTOR Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- i. These terms shall also apply to subcontractors and subconsultants of County, Housing Authority, or Commission contractors, consultants, vendors and agencies.

#### **40. COMPLIANCE WITH JURY SERVICE PROGRAM**

- a. Unless the CONTRACTOR has demonstrated to the AUTHORITY'S satisfaction either that the CONTRACTOR is not a "Contractor" as defined under the Jury Service Program or that the CONTRACTOR qualifies for an exception to the Jury Service Program, the CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.
- b. For purposes of this Section, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with the AUTHORITY or a subcontract with an AUTHORITY contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more of the AUTHORITY'S contracts or subcontracts. "Employee" means any California resident who is a full time employee of the CONTRACTOR. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the AUTHORITY, or 2) the

CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the CONTRACTOR uses any subcontractor to perform services for the AUTHORITY under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

- c. If the CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, the CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the CONTRACTOR shall immediately notify the AUTHORITY if the CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if the CONTRACTOR no longer qualifies for an exception to the Program. In either event, the CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The AUTHORITY may also require, at any time during the Contract and at its sole discretion, that the CONTRACTOR demonstrate to the AUTHORITY'S satisfaction that the CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that the CONTRACTOR continues to qualify for an exception to the Program.
- d. The CONTRACTOR'S violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, the AUTHORITY may, at its sole discretion, terminate the Contract and/or bar the CONTRACTOR from the award of future AUTHORITY contracts for a period of time consistent with the seriousness of the breach.

#### **41. ACCESS AND RETENTION OF RECORDS**

The CONTRACTOR shall provide access to the AUTHORITY, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

The CONTRACTOR is required to retain the aforementioned records for a period of five years after all pending matters are closed under this Agreement.

#### **42. CONFLICT OF INTEREST**

- a. The CONTRACTOR represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the

term of this Agreement, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (1%) percent or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the AUTHORITY. Upon execution of this Agreement and during its term, as appropriate, the CONTRACTOR shall, disclose in writing to the AUTHORITY any other contract or employment during term of this Agreement by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the AUTHORITY'S interest and the interests of the third parties.

- b. The CONTRACTOR must also ensure that to the best of its knowledge, no person served under this Agreement, is an officer, employee, or relative of an officer or employee of the AUTHORITY, the CONTRACTOR, or a local or federal government agency who formulates policy or influences decisions with respect to federally funded rental assistance programs or a public official or member of the local governing body or member of Congress. As such, the CONTRACTOR must ensure that all parties required (each participant served or employees and/or subcontractors acting on behalf of the CONTRACTOR under this Agreement) certify via the *Certification of No Conflict of Interest* form (provided by the AUTHORITY to the CONTRACTOR via the *CoC Handbook*) that they are familiar with the No Conflict of Interest policy and will comply with this requirement.

#### **43. SEVERABILITY**

In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted by law.

#### **44. INTERPRETATION**

No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Agreement is to be construed as if drafted by both parties hereto.

#### **45. WAIVER**

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

**46. PATENT RIGHTS**

The AUTHORITY will hold all the patent rights with respect to any discovery or invention, which arises or is developed in the course of, or under this Agreement.

**47. COPYRIGHT**

No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the CONTRACTOR. All such documents become the property of the AUTHORITY and the AUTHORITY holds all the rights to said data.

**48. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment IX of this Agreement and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**49. CONTRACTOR'S ACKNOWLEDGMENT OF AUTHORITY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The CONTRACTOR acknowledges that the AUTHORITY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the AUTHORITY's policy to encourage all AUTHORITY contractors to voluntarily post the AUTHORITY's "Safely Surrendered Baby Law" poster in a prominent position at the contractor's place of business. The CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The Department of Children and Family Services of the County of Los Angeles will supply the CONTRACTOR with the poster to be used.

**50. CONTRACTOR'S CHARITABLE CONTRIBUTIONS COMPLIANCE**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring contractors to complete the "Charitable Contributions Certification" form, attached hereto as Attachment VII, the AUTHORITY seeks to ensure that all AUTHORITY contractors that receive or raise charitable contributions comply with California law in order to protect the AUTHORITY and its taxpayers. A contractor that receives or raises charitable contributions without complying with its obligations under California



law commits a material breach subjecting it to either Agreement termination or debarment proceedings, or both.

**51. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

The CONTRACTOR acknowledges that the AUTHORITY has established a goal of ensuring that all individuals and businesses that benefit financially from the AUTHORITY through Agreement are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the Los Angeles County and its taxpayers. Unless the CONTRACTOR qualifies for an exemption or exclusion, the CONTRACTOR warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with the County's Defaulted Tax Program pursuant to Los Angeles County Code, Chapter 2.206.

**52. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in the above paragraph, Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program, shall constitute default under this Agreement. Without limiting the rights and remedies available to the AUTHORITY under any other provision of this Agreement, failure of the CONTRACTOR to cure such default within ten (10) days of notice shall be grounds upon which the AUTHORITY may terminate this Agreement and/or pursue debarment of the CONTRACTOR, pursuant to County's Defaulted Property Tax Reduction Program pursuant to Los Angeles County Code, Chapter 2.206.

The attached Los Angeles County Code, Chapter 2.206, Defaulted Property Tax Reduction Program and Certification of Compliance with the County's Defaulted Property Tax Reduction Program, are attached hereto as Attachments X and XI, respectively, and incorporated by reference into and made part of this Agreement.

**53. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM**

This Contract is subject to the provisions of the Los Angeles County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification as a Local Small Business Enterprise.

If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the Housing Authority any difference between the contract amount and what the Housing Authority's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the County Office of Small Business of this information prior to responding to a solicitation or accepting a contract award.

#### **54. AUTHORIZATION WARRANTY**

Each party represents and warrants that the person executing this Agreement or any amendment thereto for that party is an authorized agent of such party who has actual authority to bind the party to each and every term, condition and obligation of this Agreement, and that all requirements of each party have been fulfilled to provide such actual authority.

#### **55. ENTIRE AGREEMENT**

This Agreement with attachments supersedes any and all other agreements, and constitutes the entire understanding and agreement of the parties. This Agreement includes the following attachments:

- I. Insurance
- II. CONTRACTOR'S Scope of Services
- III. CONTRACTOR'S Fee Schedule
- IV. Services Performed by AUTHORITY

- / /*

**SIGNATURES**

IN WITNESS WHEREOF, the CONTRACTOR and the AUTHORITY have executed this Agreement through their duly authorized officers.

HOUSING AUTHORITY  
OF THE COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Sean Rogan  
Executive Director

Date: \_\_\_\_\_

CONTRACTOR:

COUNTY OF LOS ANGELES  
DEPARTMENT OF MENTAL HEALTH

By \_\_\_\_\_  
Marvin J. Southard, D.S.W.  
Director

Date: \_\_\_\_\_

APPROVED AS TO PROGRAM:  
HOUSING AUTHORITY  
OF THE COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Margarita Lares, Director  
Assisted Housing Division

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
John F. Krattli  
County Counsel

BY \_\_\_\_\_  
Deputy County Counsel

Date: \_\_\_\_\_

### **ATTACHMENT I – INSURANCE REQUIREMENTS**

Without limiting the CONTRACTOR's indemnifications provided in this Agreement, the CONTRACTOR shall procure and maintain, at the CONTRACTOR's sole expense for the duration of this Agreement unless otherwise set forth herein, the insurance policies described herein. Such insurance shall be secured from carriers admitted in California, or authorized to do business in California. Such carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be approved by the California Department of Insurance and must be included on the California Department of Insurance List of Eligible Surplus Line Insurers (hereinafter "LESLI"). Such carriers must have a minimum rating of or equivalent to A:VIII in Best's Insurance Guide. The CONTRACTOR shall, concurrent with the execution of this Agreement, deliver to the AUTHORITY certificates of insurance with original endorsements evidencing the insurance coverage required by this Agreement. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this Agreement, but no later than thirty (30) days following execution of this Agreement. The certificates and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. The AUTHORITY reserves the right to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to the AUTHORITY and may provide for such deductibles as may be acceptable to the AUTHORITY. Any self-insurance program and self-insured retention must be separately approved by the AUTHORITY. In the event such insurance does provide for deductibles or self-insurance, the CONTRACTOR agrees that it will defend, indemnify and hold harmless the AUTHORITY, Commission, County, and their elected and appointed officers, officials, representatives, employees, and agents in the same manner as they would have been defended, indemnified and held harmless if full coverage under any applicable policy had been in effect. Each such certificate shall stipulate that the AUTHORITY be given at least thirty (30) days' written notice in advance of any cancellation or any reduction in limit(s) for any policy of insurance required herein. The CONTRACTOR shall give the AUTHORITY immediate notice of any insurance claim or loss which may be covered by insurance. The CONTRACTOR represents and warrants that the insurance coverage required herein will also be provided by any entities with which the CONTRACTOR contracts, as detailed below. All certificates of insurance and additional insured endorsements shall carry the following identifier:

#### **COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH**

The insurance policies set forth herein shall be primary insurance with respect to the AUTHORITY. The insurance policies shall contain a waiver of subrogation for the benefit of the AUTHORITY. Failure on the part of the CONTRACTOR, and/or any entities with which the CONTRACTOR contracts, to procure or maintain the insurance coverage required herein may, upon the AUTHORITY's sole discretion, constitute a material breach of this Agreement pursuant to which the AUTHORITY

**ATTACHMENT I – INSURANCE REQUIREMENTS (CONTINUED)**

may immediately terminate this Agreement and exercise all other rights and remedies set forth herein, at its sole and absolute discretion, and without waiving such default or limiting the rights or remedies of the AUTHORITY, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the AUTHORITY shall be immediately repaid by the CONTRACTOR to the AUTHORITY upon demand including interest thereon at the default rate. In the event of such a breach, the AUTHORITY shall have the right, at its sole election, to participate in and control any insurance claim, adjustment, or dispute with the insurance carrier. The CONTRACTOR's failure to assert or delay in asserting any claim shall not diminish or impair the AUTHORITY's rights against the CONTRACTOR or the insurance carrier.

When the CONTRACTOR is naming the AUTHORITY as an additional insured on any of the insurance policies set forth herein, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 10 01. When any entity with which the CONTRACTOR is contracting, is naming the Commission as an additional insured on any of the insurance policies set forth herein, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 11 85.

The following insurance policies shall be maintained by the CONTRACTOR and any entity with which the CONTRACTOR contracts for the duration of this Agreement, unless otherwise set forth herein:

A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate	\$2,000,000
Products/Completed/On-Going Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The Commission, AUTHORITY, County, and each of their elected and appointed officers, officials, representatives, employees, and agents, shall be named as additional insureds for CONTRACTOR'S work on such policy. This policy must be primary & non-contributory and shall also include a sexual abuse and molestation endorsement.

B. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such insurance shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto". The AUTHORITY and their Agents shall be named as additional insureds on such policy.

**ATTACHMENT I – INSURANCE REQUIREMENTS (CONTINUED)**

- C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing worker's compensation benefits, as required by the Labor Code of the State of California. *This must include a waiver of subrogation in favor of the AUTHORITY and their Agents.* In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
Disease-policy limit	\$1,000,000
Disease-each employee	\$1,000,000

- D. PROFESSIONAL LIABILITY INSURANCE, including coverage for personal injury, death, property damage, and contractual liability in an amount not less than One Million Dollars (\$1,000,000) for each occurrence (Two Million Dollars (\$2,000,000) general aggregate). Said insurance shall be maintained for the statutory period during which the professional maybe exposed to liability. If the CONTRACTOR is not providing professional services, then it is the responsibility of the CONTRACTOR to obtain separate written approval from the AUTHORITY to eliminate this professional liability insurance requirement. The CONTRACTOR shall require that the aforementioned professional liability insurance coverage language be incorporated into its contract with any other entity with which it contracts for professional services.

The CONTRACTOR agrees that it will require all of the above mentioned insurance requirements be incorporated in its contract with any entity with which it contracts in relation to this Agreement or in relation to the property, project, work, or services that is the subject of this Agreement.

**ATTACHMENT II – STATEMENT OF WORK****HOUSING AUTHORITY COUNTY OF LOS ANGELES  
CONTINUUM OF CARE TBRA PROGRAM**

NAME OF ORGANIZATION: LOS ANGELES COUNTY  
DEPARTMENT OF MENTAL HEALTH

MAILING ADDRESS: 695 S. VERMONT AVENUE, 10<sup>TH</sup> FLR  
LOS ANGELES, CA 90020

CONTACT PERSON: MARIA FUNK, PH.D.,  
MENTAL HEALTH CLINICAL DISTRICT  
CHIEF

TARGET POPULATION: HARD TO SERVE HOMELESS FAMILIES  
WITH AIDS OR HIV, MENTAL ILLNESS  
OR DUAL DIAGNOSIS OF MENTAL  
ILLNESS AND SUBSTANCE ABUSE

NUMBER OF FAMILIES SERVED: TWENTY (20)

DURATION OF PROJECT: ONE (1) YEAR

PROGRAM OBJECTIVES: To provide a subsidy to pre-qualified Families to enable them to lease housing of their choice in which the Family lives independently in permanent, low-cost housing in residential neighborhoods.

In accepting a referral for a Participation Agreement from the CONTRACTOR, the AUTHORITY expects that the family/individual meets certain readiness criteria, and that the CONTRACTOR provide on-going supportive services for a period of time not less than the duration of this agreement.

**SERVICES TO BE PROVIDED BY THE CONTRACTOR****A. Client Eligibility**

1. Of the total persons served, one hundred percent (100%) shall be of low income.
2. The CONTRACTOR shall ensure that of the population served, it outreaches to the chronically homeless as per regulations set at 24CFR 578.53(e)(13) and that it is adequately documented for the Annual Progress Report.



## **ATTACHMENT II – STATEMENT OF WORK**

3. The CONTRACTOR shall ensure that of the population served, persons to be served under this Agreement shall include hard-to-serve homeless Families with disabilities, as per Program Regulations at 24CFR 578.53(c) and adequately verify Homelessness. Hard-to-serve homeless Families primarily include those who are seriously mentally ill, have chronic problems with alcohol, drugs, or both, or have Acquired Immune Deficiency Syndrome (AIDS) and related disease(s). The Program provides rental assistance for permanent housing for homeless persons with disabilities.
4. The target population of the persons to be served under this Agreement shall be individuals and families with members who are disabled including the seriously mentally ill.
5. The CONTRACTOR shall, in its client intake or admission criteria, require documents applicable to each Family for verifying client eligibility regarding Family status, disability, residency (i.e., homeless) and income.
6. The total, original verified information packet shall be forwarded to the AUTHORITY'S Continuum of Care Program staff for review, approval, and acceptance into Continuum of Care Program. Failure to submit **all** applicable verification will delay the eligibility process and the issuance of the Participation Agreement.
7. The CONTRACTOR shall maintain a file with copies of all verified information, therein, along with case management documentation, and made available for examination in accordance with Section 41, ACCESS AND RETENTION OF RECORDS, of the Agreement.

### **B. Services and Duties of CONTRACTOR**

1. The CONTRACTOR shall ensure that at least twenty (20) homeless participants with disabilities (primarily those who are seriously mentally ill; have chronic problems with alcohol, drugs or both; or have HIV/AIDS or related diseases) and their families are placed in and/or assisted to remain in qualified housing. The CONTRACTOR shall refer eligible persons every month to the AUTHORITY following the effective date of this Agreement until the Program has achieved full participation.
2. The CONTRACTOR shall ensure that each participant who signs the Program's Participant Agreement and is placed in housing will receive supportive services. Participants will pay 30% of their adjusted income towards the rent.

**ATTACHMENT II – STATEMENT OF WORK**

3. The CONTRACTOR shall ensure that the Continuum of Care Program targets homeless families who have chronic alcohol and/or other drug abuse disabilities, mental illness and/or HIV/AIDS.
4. The CONTRACTOR shall make best efforts to assist persons with dual diagnosis of both serious mental illness and chronic substance abuse problems.
5. The CONTRACTOR shall submit to the AUTHORITY pre-applications from persons eligible to be served in a Continuum of Care funded project.
6. The CONTRACTOR agrees to provide an unconditional commitment (contingent only upon award of grant) via cash or in-kind match of not less than 25 percent than the total grant funding awarded in accordance with rates provided in Attachment III, Fee Schedule, and as specified below:
  - A match in the amount of at least \$764,619 has been committed by CONTRACTOR during the term of this grant;
  - A fee schedule, listing the supportive services; the profession of each provider; and the hourly cost of the services to be provided, is made part of this Agreement as Attachment III.

In compliance with Program regulations set forth at 24CFR 578.73 and applicable cost sharing and match requirements for nonprofits found at 24CFR 84.23.

The CONTRACTOR will be required to report on matching funds expended in their Annual Progress Report at the end of each grant's operating year. All match must be used for eligible activities as required in the CoC Program Interim Rule, 24 CFR 578, subpart D. Matching funds are subject to monitoring by the AUTHORITY or HUD; they should be well documented throughout the operating year and be able to be tied to specific clients. The CONTRACTOR must keep and make available, for inspection, records documenting the match contribution.

7. The CONTRACTOR shall provide participants with eligible and appropriate services, as per Program regulations set forth at 24CFR 578.53, that address the special needs of the program participants, ensuring that -
  - I. Supportive services assist program participants to obtain and maintain housing;
  - II. An annual assessment of the service needs of the program participants is conducted and services are adjusted accordingly;

**ATTACHMENT II – STATEMENT OF WORK**

- III. Supportive services provided to the residents throughout the duration of their residence in the project;
- IV. Eligible supportive services are:
  - a. Annual Assessment of Service Needs. The costs of the assessment required by § 578.53(a)(2) are eligible costs.
  - b. Assistance with moving costs. Reasonable one-time moving costs (security deposits in an amount not to exceed 2 months of rent) are eligible and include truck rental and hiring a moving company.
  - c. Case management. The costs of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant(s) are eligible costs. Component services and activities consist of:
    - (i) Counseling;
    - (ii) Developing, securing, and coordinating services;
    - (iii) Using the centralized or coordinated assessment system as required under § 578.23(c)(9).
    - (iv) Obtaining federal, State, and local benefits;
    - (v) Monitoring and evaluating program participant progress;
    - (vi) Providing information and referrals to other providers;
    - (vii) Providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, and stalking; and
    - (viii) Developing an individualized housing and service plan, including planning a path to permanent housing stability.
  - d. Child care. The costs of establishing and operating child care, and providing child-care vouchers, for children from families experiencing homelessness, including providing meals and snacks, and comprehensive and coordinated developmental activities, are eligible.
    - (i) The children must be under the age of 13, unless they are disabled children.
    - (ii) Disabled children must be under the age of 18.
    - (iii) The child-care center must be licensed by the jurisdiction in which it operates in order for its costs to be eligible.
  - e. Education services. The costs of improving knowledge and basic educational skills are eligible.

**ATTACHMENT II – STATEMENT OF WORK**

- (i) Services include instruction or training in consumer education, health education, substance abuse prevention, literacy, English as a Second Language, and General Educational Development (GED).
  - (ii) Component services or activities are screening, assessment and testing; individual or group instruction; tutoring; provision of books, supplies, and instructional material; counseling; and referral to community resources.
- f. Employment assistance and job training. The costs of establishing and operating employment assistance and job training programs are eligible, including classroom, online and/or computer instruction, on-the-job instruction, services that assist individuals in securing employment, acquiring learning skills, and/or increasing earning potential. The cost of providing reasonable stipends to program participants in employment assistance and job training programs is also an eligible cost.
- (i) Learning skills include those skills that can be used to secure and retain a job, including the acquisition of vocational licenses and/or certificates.
  - (ii) Services that assist individuals in securing employment consist of:
    - a. Employment screening, assessment, or testing;
    - b. Structured job skills and job-seeking skills;
    - c. Special training and tutoring, including literacy training and pre-vocational training;
    - d. Books and instructional material;
    - e. Counseling or job coaching; and
    - f. Referral to community resources.
- g. Food. The cost of providing meals or groceries to program participants is eligible.
- h. Housing search and counseling services. Costs of assisting eligible program participants to locate, obtain, and retain suitable housing are eligible.
- (i) Component services or activities are tenant counseling; assisting individuals and families to understand leases; securing utilities; and making moving arrangements.

**ATTACHMENT II – STATEMENT OF WORK**

- (ii) Other eligible costs are:
  - a. Mediation with property owners and landlords on behalf of eligible program participants;
  - b. Credit counseling, accessing a free personal credit report, and resolving personal credit issues; and
  - c. The payment of rental application fees.
- i. Legal services. Eligible costs are the fees charged by licensed attorneys and by person(s) under the supervision of licensed attorneys, for advice and representation in matters that interfere with the homeless individual or family's ability to obtain and retain housing.
  - i. Eligible subject matters are child support; guardianship; paternity; emancipation; legal separation; orders of protection and other civil remedies for victims of domestic violence, dating violence, sexual assault, and stalking; appeal of veterans and public benefit claim denials; landlord tenant disputes; and the resolution of outstanding criminal warrants.
  - ii. Component services or activities may include receiving and preparing cases for trial, provision of legal advice, representation at hearings, and counseling.
  - iii. Fees based on the actual service performed (i.e., fee for service) are also eligible, but only if the cost would be less than the cost of hourly fees. Filing fees and other necessary court costs are also eligible. If the subcontractor is a legal services provider and performs the services itself, the eligible costs are the subcontractor employees' salaries and other costs necessary to perform the services.
  - iv. Legal services for immigration and citizenship matters and issues related to mortgages and homeownership are ineligible. Retainer fee arrangements and contingency fee arrangements are ineligible.
- j. Life skills training. The costs of teaching critical life management skills that may never have been learned or have been lost during the course of physical or mental illness, domestic violence, substance abuse, and homelessness are eligible. These services must be necessary to assist the program participant to function independently in the community. Component life skills training are the budgeting of resources and money management, household management, conflict management, shopping for food and other needed items, nutrition, the use of public transportation, and parent training.

**ATTACHMENT II – STATEMENT OF WORK**

- k. Mental health services. Eligible costs are the direct outpatient treatment of mental health conditions that are provided by professionals. Component services are crisis interventions; counseling; individual, family, or group therapy sessions; the prescription of psychotropic medications or explanations about the use and management of medications; and combinations of therapeutic approaches to address multiple problems.
- l. Outpatient health services. Eligible costs are the direct outpatient treatment of medical conditions when provided by licensed medical professionals including:
  - (i) Providing an analysis or assessment of an individual's health problems and the development of a treatment plan;
  - (ii) Assisting individuals to understand their health needs;
  - (iii) Providing directly or assisting individuals to obtain and utilize appropriate medical treatment;
  - (iv) Preventive medical care and health maintenance services, including in-home health services and emergency medical services;
  - (v) Provision of appropriate medication;
  - (vi) Providing follow-up services; and
  - (vii) Preventive and non-cosmetic dental care.
- m. Outreach services. The costs of activities to engage persons for the purpose of providing immediate support and intervention, as well as identifying potential program participants, are eligible.
  - (i) Eligible costs include the outreach worker's transportation costs and a cell phone to be used by the individual performing the outreach.
  - (ii) Component activities and services consist of: initial assessment; crisis counseling; addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries; actively connecting and providing people with information and referrals to homeless and mainstream programs; and publicizing the availability of the housing and/or services provided within the geographic area covered by the Continuum of Care.
- n. Substance abuse treatment services. The costs of program participant intake and assessment, outpatient treatment, group and individual counseling, and drug testing are eligible. Inpatient detoxification and other inpatient drug or alcohol treatment are ineligible.

**ATTACHMENT II – STATEMENT OF WORK**

o. Transportation. Eligible costs are:

(i) The costs of program participant's travel on public transportation or in a vehicle provided by the CONTRACTOR or subcontractor to and from medical care, employment, child care, or other services eligible under this section.

(ii) Mileage allowance for service workers to visit program participants and to carry out housing quality inspections;

(iii) The cost of purchasing or leasing a vehicle in which staff transports program participants and/or staff serving program participants;

(iv) The cost of gas, insurance, taxes, and maintenance for the vehicle;

(v) The costs of recipient or CONTRACTOR staff to accompany or assist program participants to utilize public transportation; and

(vi) If public transportation options are not sufficient within the area, the CONTRACTOR may make a one-time payment on behalf of a program participant needing car repairs or maintenance required to operate a personal vehicle, subject to the following:

a. Payments for car repairs or maintenance on behalf of the program participant may not exceed 10 percent of the Blue Book value of the vehicle (Blue Book refers to the guidebook that compiles and quotes prices for new and used automobiles and other vehicles of all makes, models, and types);

b. Payments for car repairs or maintenance must be paid by the recipient or CONTRACTOR directly to the third party that repairs or maintains the car; and

c. The CONTRACTOR may require program participants to share in the cost of car repairs or maintenance as a condition of receiving assistance with car repairs or maintenance.

p. Utility deposits. This form of assistance consists of paying for utility deposits. Utility deposits must be a one-time fee, paid to utility companies.

q. Direct provision of services. If the service described in paragraphs (IV)(a) through (IV)(p) of this section is being directly delivered by the CONTRACTOR, eligible costs for those services also include:

(i) The costs of labor or supplies, and materials incurred by the CONTRACTOR or subcontractor in directly providing supportive services to program participants; and

(ii) The salary and benefit packages of the CONTRACTOR staff who directly deliver the services.

**ATTACHMENT II – STATEMENT OF WORK**

- r. The CONTRACTOR agrees:
- (1) To ensure the operation of the project(s) in accordance with the provisions of the McKinney-Veto Act and all requirements under 24 CFR part 578;
  - (2) To monitor and report the progress of the project(s) to the AUTHORITY and HUD;
  - (3) To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
  - (4) To obtain certifications from sub-contractors with respect to:
    - (i) Confidentiality of records, specifically for those records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
    - (ii) Confidentiality of the address or location of any family violence project assisted under this part; whereas records **will not** be made public, except with written authorization of the person responsible for the operation of such project;
    - (iii) Establishment of policies and practices that enable program participants to exercise rights afforded to them under subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
    - (iv) Designation of staff in family projects to ensure that children of program participants are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and other appropriate services or programs authorized under subtitle B of title VII of the Act;
    - (v) Status of the sub-contractor, its officers, and employees regarding debarment or suspension of business with the Federal Government; and
    - (vi) Agreement to provide information, such as data and reports, as required by AUTHORITY; and
  - (5) To monitor the required match and report on match to the AUTHORITY;
  - (6) To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
  - (7) To monitoring requirements at least annually;
  - (8) To use the centralized or coordinated assessment system established by the Continuum of Care as set forth in § 578.7(a)(8). A victim service provider may choose not to use the Continuum of



**ATTACHMENT II – STATEMENT OF WORK**

Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;

(9) To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including the minimum requirements set forth in § 578.7(a)(9);

(10) Enter into sub-contractor agreements requiring sub-contractors to operate the project in accordance with the provisions of this Agreement and all requirements under 24 CFR part 578 and conditions specified in the applicable CoC Program Notice of Funding Availability (NOFA).

- s. The CONTRACTOR agrees to maintain compliance with adequate Accounting Procedures to ensure the proper disbursement of, and accounting for, CoC Program administrative cost grant funds and all financial transactions are conducted and that records are maintained and/or Submitted to the AUTHORITY in accordance with generally accepted accounting principles. Records of all payment requests are made in compliance with 24 CFR § 84 and § 85.

# **ATTACHMENT III**

## **FEE SCHEDULE**

ATTACHMENT IV

**HOUSING AUTHORITY COUNTY OF LOS ANGELES  
CONTINUUM OF CARE PROGRAM**

SERVICES TO BE PERFORMED BY THE AUTHORITY

- A. The AUTHORITY will provide the following:
1. The appropriate rental assistance services detailed in 24 CFR, Part 578.51 for eligible participants.
  2. Training for the CONTRACTOR staff and notification to the CONTRACTOR staff of any changes in regulation, policy, or rules.
  3. Sufficient copies of all forms necessary for processing clients.
  4. A staff liaison to facilitate application and eligibility procedures.
- B. The AUTHORITY assumes no responsibility to pay for salaries or any other expenses of the CONTRACTOR. It is understood by both parties that the AUTHORITY makes no commitment to provide rental assistance for this project beyond the term of this Agreement.

ATTACHMENT V

**HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES**  
**FEDERAL LOBBYIST REQUIREMENTS**  
**CERTIFICATION**

Name of Firm: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the Department of Housing and Urban Development (HUD) and the Housing Authority of the County of Los Angeles:

1. No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification hereof, and;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;
3. The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## ATTACHMENT VI

### **BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION**

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fundraising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A bidder/proposer on Commission and/or Housing Authority contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

#### **RESOURCES**

The following resource references are offered to assist bidders/proposers who engage in charitable contributions activities, however, each bidder/proposer is responsible to research and determine its own legal obligations and properly complete the Charitable Contributions Certification form.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://caag.state.ca.us/>, contains much information helpful to regulated charitable organizations.

#### **1. LAWS AFFECTING NONPROFITS**

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://caag.state.ca.us/charities/statutes.htm>.

#### **2. SUPPORT FOR NONPROFIT ORGANIZATIONS**

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the Commission of such organizations.

ATTACHMENT VII**CHARITABLE CONTRIBUTIONS CERTIFICATION**


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 Company Name

---

 Address

---

 Internal Revenue Service Employer Identification Number

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 California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATIONYES NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a Community Development Commission (CDC) and or Housing Authority contract, it will comply with them in a timely manner and provide the CDC and/or Housing Authority a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

[ ] [ ]

ORYES NO

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

[ ] [ ]

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 Signature

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 Date

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 Name and Title (please type or print)

## ATTACHMENT VIII



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2009)

### Have You Told Your Employees About the Earned Income Credit (EIC)?

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#### What Is the EIC?

The EIC is a refundable tax credit for certain workers.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note.** You are encouraged to notify each employee whose wages for 2009 are less than \$48,279 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2010.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at [www.irs.gov](http://www.irs.gov) or by calling 1-800-829-3676.

#### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

#### How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2009 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2009 and owes no tax but is eligible for a credit of \$829, he or she must file a 2009 tax return to get the \$829 refund.

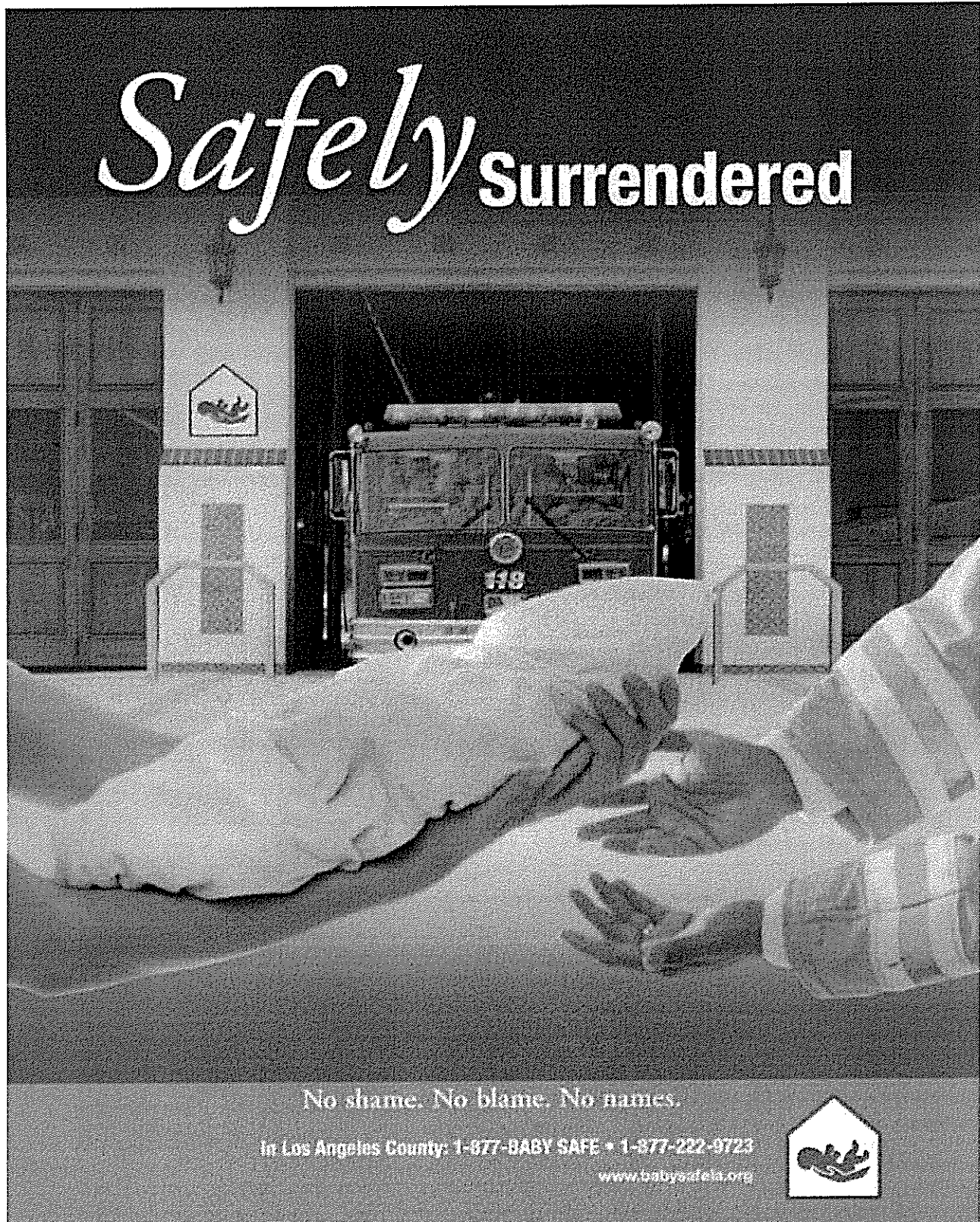
#### How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2010 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

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Notice 1015 (Rev. 12-2009)  
Cat. No. 205991

ATTACHMENT IX




# *Safely* Surrendered

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafe1a.org](http://www.babysafe1a.org)





# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

[www.babysafela.org](http://www.babysafela.org)

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

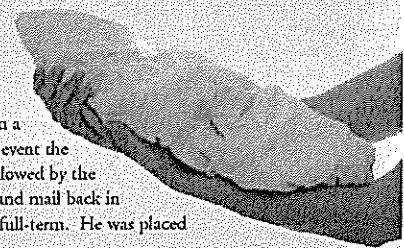
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

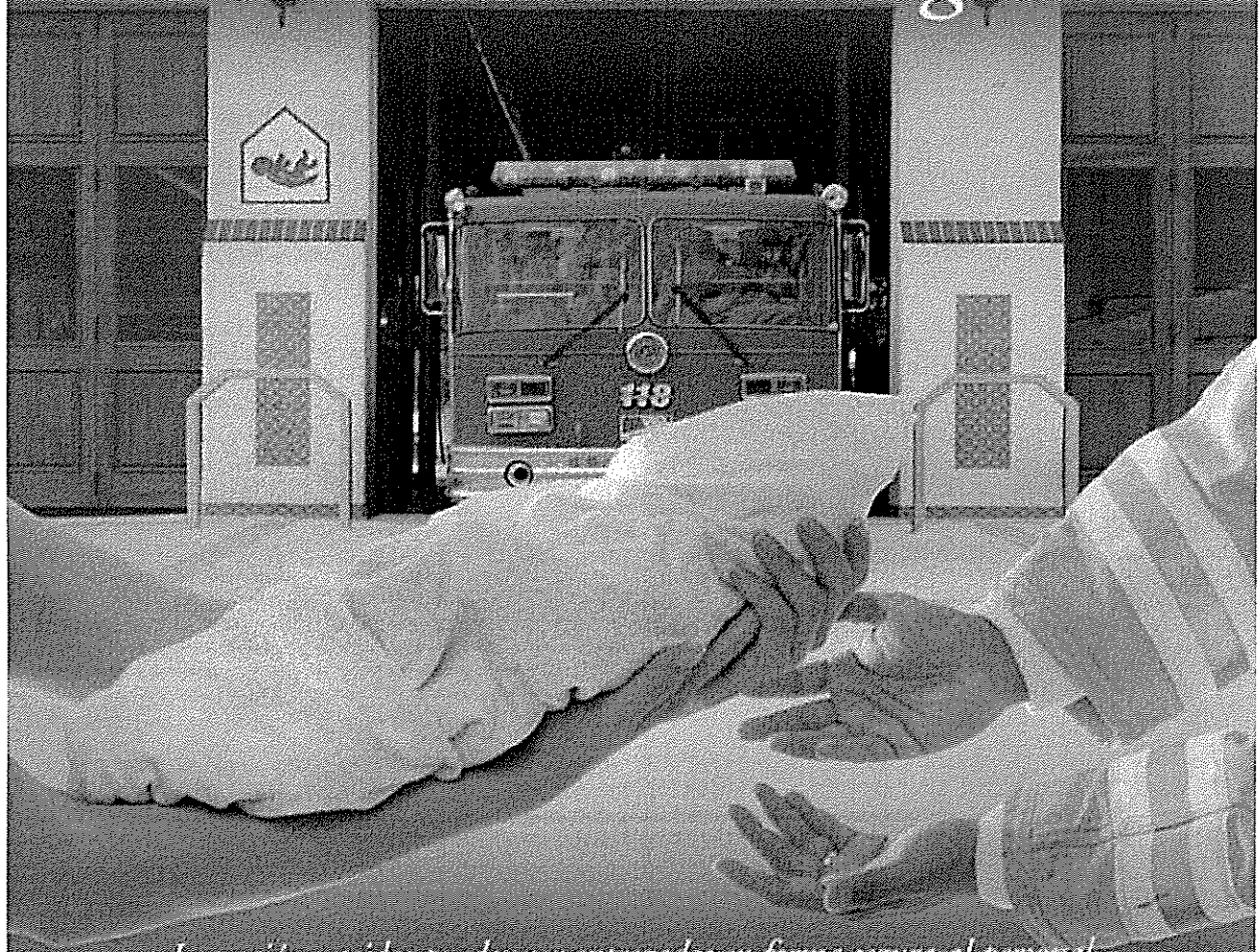
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal  
de cualquier hospital o cuartel de bomberos del Condado de Los Angeles*

**Sin pena. Sin culpa. Sin nombres.**

**En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723**

[www.babysafea.org](http://www.babysafea.org)



# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafe.org](http://www.babysafe.org)

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

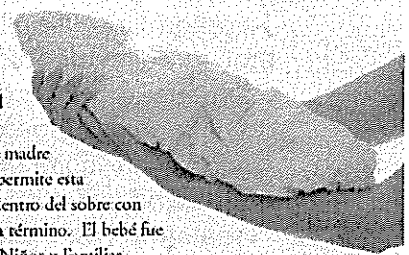
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usado probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.





ATTACHMENT X

**COUNTY OF LOS ANGELES**  
**DEFAULTED PROPERTY TAX REDUCTION PROGRAM**  
 (Los Angeles County Code 2.206)

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

**2.206.010 Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.030 Applicability.**

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.040 Required solicitation and contract language.**

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.050 Administration and compliance certification.**

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.060 Exclusions/Exemptions.**

- A. This chapter shall not apply to the following contracts:
  - 1. Chief Executive Office delegated authority agreements under \$50,000;
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
  - 3. A purchase made through a state or federal contract;
  - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
  - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.

6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
  7. Program agreements that utilize Board of Supervisors' discretionary funds;
  8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
  9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
  10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
  11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
  12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
  14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

#### **2.206.070 Enforcement and remedies.**

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
  1. Recommend to the Board of Supervisors the termination of the contract; and/or,
  2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
  3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

#### **2.206.080 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

ATTACHMENT XI**DEFAULTED PROPERTY TAX REDUCTION PROGRAM  
CERTIFICATION OF COMPLIANCE**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For:	Services:	

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County's Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

**- OR -**

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060. The following exemption applies to my contract:
- ☐ Mandated by federal or state law or a condition of federal or state program;
  - ☐ The purchase is made through a state or federal contract;
  - ☐ The purchase is made for equipment or supplies for, or by the National Association of Counties,, U.S. Communities Government Purchasing Alliance, or other similar related group purchasing organization;
  - ☐ Sole source provider with exclusive and proprietary rights to services or goods;
  - ☐ Emergency services provider for services or goods;
  - ☐ Provide mission critical goods and/or services and is determined to be exempt by the Board of Commissioners;
  - ☐ Required to comply with the laws of the United States or California, which are inconsistent with this program.

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name:	Title:
Signature:	Date:

**AGREEMENT**  
**BETWEEN THE HOUSING AUTHORITY OF**  
**THE COUNTY OF LOS ANGELES**  
**AND**  
**THE LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH**  
**RELATING TO THE CONTINUUM OF CARE**  
**TENANT BASED RENTAL ASSISTANCE (TBRA) PROGRAM**

DMH 8

This Agreement is made and entered into in duplicate original this 1<sup>st</sup> day of October 2013 by and between the HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES, hereinafter referred to as "AUTHORITY", and the COUNTY OF LOS ANGELES by and through its DEPARTMENT OF MENTAL HEALTH, hereinafter referred to as "CONTRACTOR".

WHEREAS, the AUTHORITY recognizes the need for and desires to link rental assistance to supportive services for very low or extremely low income, hard-to-serve homeless persons with disabilities (primarily those who are seriously mentally ill; have chronic substance abuse problems; or acquired immune deficiency syndrome (AIDS or related diseases) and their families;

WHEREAS, the AUTHORITY was designated by the U.S. Department of Housing and Urban Development (HUD) as the agency responsible for administering the Continuum of Care (CoC) Program (Program) in the County of Los Angeles pursuant to the provisions of Title IV of the McKinney-Vento Homeless Assistance Act;

WHEREAS, the AUTHORITY pursuant to Sections 18.1 and 18.4 of its Administrative Plan 2013, receives non-Housing Choice Voucher Program funding to administer special programs such as the CoC Program;

WHEREAS, the AUTHORITY was awarded Tenant Based Rental Assistance (TBRA) funding under the CoC Program Grant Agreement # CA1046L9D001202 between HUD and the AUTHORITY;

WHEREAS, the AUTHORITY in accordance with the Program will provide training to the CONTRACTOR, who shall be or work with a local service provider that has the training, experience and qualifications, to facilitate the transition of homeless persons with disabilities and their families into a stable housing environment and provide supportive services at least equal in value to 25% of the total grant amount funded by HUD; and

WHEREAS, the AUTHORITY will make rental assistance payments to private landlords for units occupied by eligible persons in accordance with the terms and conditions described in the CoC Housing Assistance Payments Contract.



NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the AUTHORITY and the CONTRACTOR agree as follows:

## 1. DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words and phrases used throughout this Agreement shall have the meanings defined by HUD and as set forth below.

### A. **Chronically Homeless:**

(1) An individual who:

- i. Is homeless and lives in a place not meant for human habitation (e.g., living on the streets), a safe haven, or in an emergency shelter; and
- ii. Has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least 1 year or on at least four separate occasions in the last 3 years; and
- iii. Can be diagnosed with one or more of the following conditions: substance abuse disorder, serious mental illness, developmental disability (as defined in Section 102 of the Developmental Disabilities Assistance Bill of Rights Act of 2000 (42 U.S.C. 15002)), post-traumatic stress disorder, cognitive impairments resulting from brain injury, or chronic physical illness or disability;

(2) An individual who has been residing in an institutional care facility, including jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (1) of this definition, before entering that facility; or

(3) A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.

**B. Eligible Persons:** Persons eligible for the Continuum of Care Program must be of low income, homeless AND have a disability.

**C. Disability:** *Persons with disabilities* means a household in which one adult or child has a disability.

- a. A person shall be considered to have a disability if such person has a physical, mental, or emotional impairment, including alcohol or drug abuse, post-traumatic stress disorder or brain injury, which is expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently; and is of such a nature that such ability could be improved by more suitable housing conditions.

- b. A person will also be considered to have a disability if he or she has a developmental disability, which is a severe, chronic disability that—
  - 1. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
  - 2. Is manifested before the person attains age 22;
  - 3. Is likely to continue indefinitely;
  - 4. Results in substantial functional limitations in three or more of the following areas of major life activity:
    - a. Self-care;
    - b. Receptive and expressive language;
    - c. Learning;
    - d. Mobility;
    - e. Self-direction;
    - f. Capacity for independent living; and
    - g. Economic self-sufficiency; and
  - 5. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services which are of lifelong or extended duration and are individually planned and coordinated.
- c. A person will also be considered to have a developmental disability if the individual does not meet three or more of the criteria described in paragraphs 1-5 under section (B) above, but is between the age of zero to nine years, inclusive, and has substantial developmental delay or specific congenital or acquired condition and without services and support has a high probability of meeting those criteria later in life.

**D. Homeless:**

- 1. An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
  - i. Has a primary nighttime residence that is a public or private place not meant for human habitation (i.e. bus or train stations, airports, or camping grounds, cars, abandoned buildings, parks, sidewalks, etc.).
  - ii. Is living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including emergency shelters, transitional housing, and hotels/motels paid for by charitable organizations or federal/state/local government programs for low income individuals; for homeless persons who originally came from the streets.
  - iii. An individual who is exiting an institution where he/she resided 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
- 2. An individual or family who will imminently lose their primary nighttime residence within 14 days and no subsequent residence has been identified

and the person lacks the resources and support networks needed to obtain other permanent housing.

3. Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition but who are defined as homeless under another Federal statute or section 725(2) of the McKinney-Vento Homeless Assistance Act; have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the homeless assistance application; have experienced persistent instability as measured by two moves or more during the preceding 60 days; and can be expected to continue in such status for an extended period of time due to special needs or barriers as listed in 24CFR 578.3.

4. Any individual or family who is fleeing or attempting to flee from domestic violence, dating violence, sexual assault or stalking or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place in the person or family's primary nighttime residence or has made the person or family afraid to return to the primary nighttime residence; has no subsequent residence and lacks the resources and support networks needed to obtain housing.

## **2. SERVICES AND DUTIES**

- A. The CONTRACTOR shall provide the services described in this Section and as set forth in Attachment II of this Agreement.
- B. The CONTRACTOR shall provide the following supportive services for at least one hundred and eleven (111) disabled chronically homeless participants.
  1. The CONTRACTOR is required to submit referrals until the allocation requirement is met.
  2. The CONTRACTOR shall submit eligible referrals resulting in 50% of the total allocations within six (6) months of contract execution and 100% of the allocation within 12 months from execution of this Agreement, or be subject to deobligation of funds by HUD as stipulated in 24 CFR §578.85.
  3. The CONTRACTOR shall, under the guidance of the AUTHORITY, provide: outreach and intake services, including disseminating Continuum of Care Program information to potential Program participants; assist individuals in preparing Program application packages including required documentation; and submit applications of eligible individuals to the AUTHORITY for review and final approval resulting in at least one hundred and eleven (111) chronically homeless participants with disabilities gaining and/or maintaining suitable housing.

4. The CONTRACTOR shall conduct an annual assessment of the service needs required by the Program participants, including supportive services designed to assist participants in remaining housed and maintaining Program compliance.
  5. The CONTRACTOR shall provide supportive services or service referrals and ensure that clients receive appropriate services. Pursuant to this Agreement and regulations at 24CFR 578.53, appropriate supportive services include, but are not be limited to the following: services that address the special needs of the Program participants; the costs of the day-to-day operation of the supportive service facility, including maintenance, repair, building security, furniture, utilities, and equipment; and provision of supportive services to households of disabled homeless persons within the AUTHORITY'S jurisdiction which results in obtaining and maintaining stable subsidized housing in a residential neighborhood of the their choice, as listed in Attachment II of this Agreement.
  6. The CONTRACTOR shall locate a care provider who can appropriately provide services for special populations such as: unaccompanied homeless youth; persons living with HIV/AIDS (acquired immunodeficiency disease syndrome or a related disease); and victims of domestic violence, dating violence, sexual assault, or stalking who requires more intensive care that can be provided through this tenant based rental assistance Program, and refer the individual to the care provider.
  7. The CONTRACTOR shall reference the *CoC Handbook* provided by the AUTHORITY; in order to ensure compliance with Program regulations, policies, and timely submission of all required forms – as is necessary in order to successfully co-administer this Program.
- C. The AUTHORITY shall provide the services set forth in Attachment IV of this Agreement.

### 3. **COMPENSATION**

The CONTRACTOR shall submit to the AUTHORITY on the 1st day of each month an invoice on a form approved by the AUTHORITY for administrative expenses. Upon receipt and approval, the AUTHORITY will pay the CONTRACTOR within thirty (30) days of receipt and approval of the invoice. The total amount of compensation under this Agreement shall not exceed **Fifty-Three Thousand Five Hundred Dollars (\$53,500).**

The Contractor shall be paid in accordance with the Housing Authority's standard accounts payable system.

The CONTRACTOR shall have no claim against the AUTHORITY for payment of any money or reimbursement, of any kind whatsoever, for any

service provided by the CONTRACTOR after the expiration or other termination of this Agreement. Should the CONTRACTOR receive any such payment, it shall immediately notify the AUTHORITY and shall immediately repay all such funds to the AUTHORITY. Payment by the AUTHORITY for services rendered after expiration or termination of this Agreement shall not constitute a waiver of the AUTHORITY'S right to recover such payment from the CONTRACTOR. This provision shall survive the expiration or other termination of this Agreement.

#### 4. APPROPRIATIONS

The United States of America, through HUD, may in the future place programmatic or fiscal limitation(s) on funds not presently anticipated (i.e., limitations imposed by sequestration). Accordingly, the AUTHORITY reserves the right to cease all leasing/programmatic activities and/or revise this Agreement as necessary in order to take into account actions affecting HUD program funding. The AUTHORITY'S obligation is payable only and solely from funds appropriated through HUD and, for the purpose of this Agreement.

In the event this Agreement extends into succeeding contract years and funds have not been appropriated, compensation for this Agreement will automatically terminate as of the end of the term of this Agreement. The AUTHORITY will endeavor to notify the CONTRACTOR in writing within ten (10) days of receipt of non-appropriation notice.

#### 5. TERM

The term of this Agreement shall commence as of the date and year first indicated above and shall terminate on or before September 30, 2014, unless sooner terminated or extended, in whole or in part, as provided herein. The AUTHORITY reserves the right to cancel this Agreement with or without cause upon 30 days' prior written notice to the CONTRACTOR during said period.

The AUTHORITY may grant time of performance modifications and/or extensions to this Agreement when such modifications or extensions:

- a. Will not change the project goals or scope of services;
- b. Are specifically requested by the CONTRACTOR;
- c. Are in the best interest of the AUTHORITY and the CONTRACTOR in performing the scope of services under this Agreement and;
- d. Are consistent with the regulatory and funding limitations prescribed by HUD.

Any such modification or extension shall be effected by a written amendment executed by the CONTRACTOR and the AUTHORITY.

**6. TERMINATION FOR IMPROPER CONSIDERATION**

The AUTHORITY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any AUTHORITY officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to the CONTRACTOR'S performance pursuant to this Agreement. In the event of such termination, the AUTHORITY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

The CONTRACTOR shall immediately report any attempt by an AUTHORITY officer or employee to solicit such improper consideration. The report shall be made either to the AUTHORITY's Executive Director or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

**7. TERMINATION FOR CONVENIENCE**

The AUTHORITY reserves the right to cancel this Agreement for any reason at all upon thirty (30) days prior written notice to the CONTRACTOR. In the event of such termination, the CONTRACTOR shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

**8. TERMINATION FOR CAUSE**

This Agreement may be terminated by the AUTHORITY upon written notice to the CONTRACTOR for just cause (failure to perform satisfactorily) with no liability incurred by the AUTHORITY upon termination or upon the occurrence of any of the following events:

- a. Should the CONTRACTOR fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of the Agreement in their true intent and meaning, then in such case, notice thereof in writing will be served upon the CONTRACTOR, and should the CONTRACTOR neglect or refuse to provide a means for satisfactory compliance with this Agreement and with the direction of the AUTHORITY within the time specified in such notice, the AUTHORITY shall have the power to suspend or terminate the operations of the CONTRACTOR in whole or in part.

- b. Should the CONTRACTOR fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Agreement, or if the work to be done under this Agreement is abandoned for more than three days by the CONTRACTOR, then notice of deficiency thereof in writing will be served upon the CONTRACTOR by the Manager of Central Services. Should the CONTRACTOR fail to comply with the terms of this Agreement within five (5) days upon receipt of said written notice of deficiency, the Executive Director of the AUTHORITY shall have the power to suspend or terminate the operation of the CONTRACTOR in whole or in part.
- c. In the event that a petition of bankruptcy shall be filed by or against the CONTRACTOR.
- d. If, through any cause, the CONTRACTOR fails to fulfill, in a timely and proper manner, the obligations under this Agreement, or if the CONTRACTOR violates any of the covenants, agreements, or stipulations of this Agreement, the AUTHORITY shall thereupon have the right to terminate this Agreement by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps models, photographs and reports prepared by the CONTRACTOR under this Agreement shall, at the option of the AUTHORITY become its property.

## 9. **SUBCONTRACTING**

The CONTRACTOR may subcontract only those specific portions of work allowed in the original specifications covered by this Agreement with prior written approval by the AUTHORITY.

The CONTRACTOR shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval by the AUTHORITY.

In the event the CONTRACTOR subcontracts any portion of this Agreement, with or without the AUTHORITY's prior written consent, and with or without a formal written agreement, the CONTRACTOR shall ensure, and be liable for ensuring, that all of its subcontractors comply with all the terms and conditions stated herein. Nothing contained herein shall preclude the AUTHORITY from enforcing compliance by any subcontractor of the terms and conditions stated herein, either directly or through the CONTRACTOR, at the CONTRACTOR's sole expense.

**10. EMPLOYEES OF CONTRACTOR**

*Workers' Compensation:* the CONTRACTOR understands and agrees that all persons furnishing services to the AUTHORITY pursuant to this Agreement are, for the purpose of Workers' Compensation liability, employees solely of the CONTRACTOR. The CONTRACTOR shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the AUTHORITY under this Agreement.

*Professional Conduct:* The AUTHORITY does not and will not condone any acts, gestures, comments or conduct from the CONTRACTOR'S employees, agents or subcontractors which may be construed as sexual harassment or any type of activities or behavior that might be construed as harassment. The AUTHORITY will properly investigate all charges of harassment by residents, employees or agents of the AUTHORITY against any and all the CONTRACTOR'S employees, agents or SUBCONTRACTORS providing services for the AUTHORITY. The CONTRACTOR assumes all liability for the actions of the CONTRACTOR'S employees, agents or SUBCONTRACTORS and is responsible for taking appropriate action after reports of harassment are received by the CONTRACTOR.

**11. STAFFING REQUIREMENT**

The AUTHORITY recognizes the importance of appropriate staff as it pertains to the delivery of supportive services cited in this Agreement. The CONTRACTOR shall honor the staffing terms stated in the original Grant Application that was approved by the AUTHORITY. If changes in staffing terms must be made, the CONTRACTOR agrees to seek the approval of the AUTHORITY prior to any staff adjustments.

**12. SERVICES COORDINATION**

The CONTRACTOR will provide to the Program a participant housing specialist/case manager to work with participants to develop an individualized housing and service plan, appropriate to the participant's needs. This plan may include, but is not limited to focusing on: sobriety, alcohol and drug-free housing, receiving supportive services, accessing mainstream benefits, and addressing legal concerns.

The CONTRACTOR will inform the participants that the Program requires them to meet with their housing specialist/case manager at least once annually to discuss the progress in their housing and service plan and determine what adjustments are needed in order to maintain independent living and self-sufficiency.



**13. INSURANCE**

The CONTRACTOR shall provide and maintain, at its own expense during the term of this Agreement, a policy or policies of insurance meeting the minimum requirements contained in Attachment I and attached hereto and made a part of this Agreement.

This Agreement or any provision thereof or any right or obligation arising hereunder is not assignable in whole or in part without the expressed written consent of the AUTHORITY.

**14. ASSIGNMENT BY CONTRACTOR**

The CONTRACTOR shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of the AUTHORITY, at its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, the AUTHORITY's consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the AUTHORITY to any approved delegate or assignee on any claim under the Agreement shall be deductible, at the AUTHORITY's sole discretion, against the claims, which the CONTRACTOR may have against the AUTHORITY. However, the AUTHORITY reserves the right to assign this Agreement to another public agency without the consent of the CONTRACTOR.

Shareholders, partners, members, or other equity holders of the CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of the CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of the AUTHORITY in accordance with applicable provisions of this Agreement.

Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the AUTHORITY's expressed prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, the AUTHORITY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

In the event the CONTRACTOR assigns any portion of this Agreement, with or without the AUTHORITY'S prior written consent, and with or without a formal written agreement, the CONTRACTOR shall ensure, and be liable for ensuring, that all of its assignees comply with all the terms and conditions stated herein. Nothing contained herein shall preclude the AUTHORITY from enforcing compliance by any assignee of the terms and conditions stated herein, either directly or through the CONTRACTOR, at the CONTRACTOR'S sole expense.

**15. NOTICES**

All notices, correspondence and invoices shall be delivered or mailed with postage prepaid to the following address:

**AUTHORITY:**

Housing Authority of the County of Los Angeles  
Margarita Lares, Director  
Attn: Georganne Colvin  
Assisted Housing Division  
700 W. Main Street  
Alhambra, CA 91801

**CONTRACTOR:**

Los Angeles County Department of Mental Health  
Marvin J. Southard, D.S.W., Director  
Attn: Maria Funk, Ph.D.,  
Mental Health Clinical District Chief  
695 S. Vermont Avenue, 10<sup>th</sup> Floor  
Los Angeles, CA 90005

**16. NON-DISCRIMINATION**

In the performance of its obligations hereunder, the CONTRACTOR shall comply with the provisions of all federal, state or local laws prohibiting discrimination on the grounds of race, color, religion, sex, physical disability, creed or national origin.

**17. INDEMNIFICATION**

The CONTRACTOR shall indemnify, defend, and hold harmless the AUTHORITY, the Community Development Commission, County of Los Angeles, and their officials, officers, employees, and agents (hereinafter collectively referred to as "Public Entities") from and against any and all liability, demands, damages, claims, causes of action, expenses, and fees (including reasonable attorneys' fees, expert witness fees, and legal costs) including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "liabilities"), arising from or connected with the CONTRACTOR's acts, errors, and/or omissions under this

Agreement or the services to be provided by the CONTRACTOR hereunder. The CONTRACTOR shall not be required to indemnify, defend and hold harmless the Public Entities from any liabilities that are caused by the sole negligence or willful misconduct of the AUTHORITY or its officials, officers, employees, or agents. This indemnification provision shall remain in full force and effect and survive the termination and/or expiration of this Agreement. The CONTRACTOR agrees to require any and all entities with which it contracts to agree to and abide by the above mentioned indemnification requirements in favor of the Public Entities, as applicable to each of them.

The AUTHORITY shall indemnify, defend, and hold harmless the CONTRACTOR and its officials, officers, employees, and agents from and against any and all liability, demands, damages, claims, causes of action, expenses, and fees (including reasonable attorneys' fees, expert witness fees, and legal costs) including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "liabilities") arising from or connected with the AUTHORITY's acts, errors, and/or omissions under this Agreement or the services to be provided by the AUTHORITY hereunder. The AUTHORITY shall not be required to indemnify, defend, and hold harmless the CONTRACTOR or its officials, officers, employees or agents from any liabilities that are caused by the sole negligence or willful misconduct of the CONTRACTOR or its officials, officers, employees or agents.

#### **18. INDEPENDENT CONTRACTOR**

The CONTRACTOR shall perform the services as contained herein as an independent CONTRACTOR and shall not be considered an employee of the AUTHORITY or under AUTHORITY supervision or control. This Agreement is by and between the CONTRACTOR and the AUTHORITY, and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the AUTHORITY and the CONTRACTOR.

#### **19. FORMS AND REPORTS**

##### **a. Quarterly Match Funds Tracking Report**

The CONTRACTOR shall submit individual Quarterly Match Funds Tracking Reports to the AUTHORITY by the 15<sup>th</sup> of the month following the APR quarterly reporting period. The form will assist in tracking the supportive services required in the section titled "Service and Duties", of this Agreement. The *Quarterly Match Funds Tracking Report* is provided by the AUTHORITY to the CONTRACTOR via the *CoC Handbook*.

##### **b. Annual Progress Report**

The CONTRACTOR is obligated to complete the *Annual Progress Report* (APR). The CONTRACTOR must submit the APR to the AUTHORITY 30

days after the end of the operating year. HUD may terminate the renewal of any grant and require the recipient to repay the renewal grant if: (1) The recipient fails to timely submit a HUD Annual Performance Report (APR) for the grant year immediately prior to renewal; or (2) The recipient submits an APR that HUD deems unacceptable or shows noncompliance with the requirements of the grant and this part. The APR is subject to change due to HUD updates. For the purposes of the APR, the CONTRACTOR'S Operating Year commences August 1st and terminates July 31st.

## 20. MONITORING AND RECORDS

The CONTRACTOR will make available all its records pursuant to this Agreement with the AUTHORITY upon request. All records will be retained during the term of the Agreement and for a five (5) year period thereafter. Monitoring site-visits will be conducted at least annually. Program "participant master files" must contain all documentation as it pertains to eligibility, supportive/case management services, referrals, and documentation of homelessness.

## 21. PARTICIPANT MASTER FILE

Under this Agreement, the CONTRACTOR is required to maintain a Participant Master File for each participant. The Participant Master File must contain the following:

- a. Proper verification of homelessness, in accordance with the *Homeless Condition Certification* form, provided by the AUTHORITY in the CoC Handbook.
- b. Documentation of an intake conducted to determine the client's eligibility for the CoC Program; as per the *Housing Intake Assessment Form*, provided by the AUTHORITY in the CoC Handbook.
- c. Documentation of an annual needs assessment of supportive services provided to participants, from time of the client's placement in the subsidized unit and throughout their participation in the Program; as per the *Annual Needs Assessment form*, provided by the AUTHORITY in the CoC Handbook.
- d. Proper verification of disability; as certified by a licensed professional via the *Certificate of Disability Form*, provided by the AUTHORITY in the CoC Handbook.
- e. Tracking of matching funds for value of supportive services provided to participants; as per the *Quarterly Match Funds Tracking Report*, provided by the AUTHORITY in the CoC Handbook.

Failure on the part of the CONTRACTOR to maintain a complete Participant Master File for each participant may result in the AUTHORITY exercising its right to take corrective measures.

**22. CONFIDENTIALITY OF REPORTS**

The CONTRACTOR shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the AUTHORITY, except as required under the California Public Records Act, the Federal Freedom of Information Act, or other applicable law, or pursuant to court order.

**23. CHANGES**

The AUTHORITY may, from time to time, request changes in the scope of the services of the CONTRACTOR to be performed hereunder. Such changes, which are agreed upon by and between the CONTRACTOR and the AUTHORITY, shall be incorporated into this Agreement by written amendments.

**24. AUTHORITY'S QUALITY ASSURANCE PLAN**

The AUTHORITY will evaluate the CONTRACTOR'S performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR'S compliance with all contract terms and performance standards. If the AUTHORITY determines that there are severe or continuing deficiencies in the CONTRACTOR's compliance with contract terms and performance standards, the AUTHORITY may require corrective action measures to be implemented by the CONTRACTOR. If improvement does not occur consistent with the corrective measure, the AUTHORITY may terminate this Agreement, pursuant to Section 8 "Termination for Cause" of this Agreement or seek other remedies as specified in this Agreement.

A performance review will be conducted on an annual basis to evaluate the performance of the CONTRACTOR. Based on the assessment of the performance review, as determined by the AUTHORITY in its sole discretion, "the AUTHORITY shall thereupon have the right to terminate this Agreement by giving written notice to the CONTRACTOR pursuant to Section 6 "Termination for Convenience" or Section 8 "Termination for Cause."

**25. SAFETY STANDARDS AND ACCIDENT PREVENTION**

The CONTRACTOR shall comply with all applicable federal, state, and local laws governing safety, health, and sanitation. The CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Agreement.

**26. DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA**

The CONTRACTOR certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990.

**27. CONTRACTOR'S WARRANTY OF ADHERENCE TO THE AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM**

The CONTRACTOR acknowledges that the AUTHORITY has established a goal of ensuring that all individuals who benefit financially from the AUTHORITY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers of the County of Los Angeles. As required by the AUTHORITY'S Child Support Compliance Program and without limiting the CONTRACTOR'S duty under this Agreement to comply with all applicable provisions of the law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**28. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH THE AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Section 27, "CONTRACTOR'S Warranty of Adherence to the Authority's Child Support Compliance Program" shall constitute a default by the CONTRACTOR under this Agreement. Without limiting the rights and remedies available to the AUTHORITY under any other provision of this Agreement, failure of the CONTRACTOR to cure such default within 90 calendar days of written notice shall be grounds upon which the AUTHORITY may terminate this Agreement pursuant to Section 8, "Termination For Cause" and pursue debarment of the CONTRACTOR, pursuant to the AUTHORITY's Policy.

**29. POST MOST WANTED DELINQUENT PARENT LIST**

The CONTRACTOR acknowledges that the AUTHORITY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The CONTRACTOR understands that it is the AUTHORITY'S policy to encourage its contractors to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent

position at the CONTRACTOR'S place of business. The Los Angeles County Child Support Services Department (CSSD) will supply the CONTRACTOR with the poster to be used.

**30. COMPLIANCE WITH LAWS**

The CONTRACTOR agrees to be bound by any and all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Agreement. This Agreement is subject to and incorporates the terms of the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85. If compensation under this Agreement is in excess of \$100,000 then the CONTRACTOR shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The CONTRACTOR shall obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Agreement.

The CONTRACTOR shall also comply with the laws described in Sections 31-40, and 48-54, inclusive of this Agreement.

**31. CIVIL RIGHTS ACT OF 1964, TITLE VI (NON-DISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS)**

The CONTRACTOR shall comply with the Civil Rights Act of 1964, Title VI, which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**32. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

The CONTRACTOR shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

**33. AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973**

The CONTRACTOR shall comply with the Age Discrimination Act of 1975 and

section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Agreement on the basis of age or with respect to an otherwise qualified disabled individual.

**34. EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NON-DISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS)**

The CONTRACTOR shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Agreement, the CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining Agreement or other contract or understanding, a notice to be provided by the agency of the CONTRACTOR'S commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The CONTRACTOR will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The CONTRACTOR will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the AUTHORITY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the CONTRACTOR'S noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts



in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The CONTRACTOR will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such actions with respect to any subcontract or purchase order as the AUTHORITY may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the CONTRACTOR becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the AUTHORITY, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

**35. GREATER AVENUES FOR INDEPENDENCE (GAIN) PROGRAM AND GENERAL RELIEF OPPORTUNITY FOR WORK (GROW) PROGRAM**

- A. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.
- B. In the event that both laid-off County Employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

**36. FEDERAL LOBBYIST REQUIREMENTS**

The CONTRACTOR is prohibited by the Department of the Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's Title 24 Code of Federal Regulations (CFR) 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.

The CONTRACTOR must certify in writing on the Federal Lobbyist Requirements Certification form, attached hereto as Attachment V, that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the CONTRACTOR will comply with the Lobbyist Requirements.

Failure on the part of the CONTRACTOR or persons/subcontractors acting on behalf of the CONTRACTOR to fully comply with the Federal Lobbyist Requirements shall be subject to civil penalties.

**37. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

**38. USE OF RECYCLED-CONTENT PAPER PRODUCTS**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this project.

**39. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

- a. A responsible contractor is a contractor, consultant, vendor or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the AUTHORITY, Community Development Commission (Commission), and County of Los Angeles (County) to conduct business only with responsible contractors.
- b. The CONTRACTOR is hereby notified that if the AUTHORITY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the AUTHORITY may, in addition to other remedies provided in the contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on AUTHORITY contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the AUTHORITY.
- c. The AUTHORITY may debar a CONTRACTOR, consultant, vendor or operating agency if the Board of Commissioners finds, in its discretion,

that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the AUTHORITY, Commission, or County, or a nonprofit corporation created by the AUTHORITY, Commission, or County, (2) committed an act or omission which negatively reflects on the quality, fitness or capacity to perform a contract with the AUTHORITY, Commission, or County, any other public entity, a nonprofit corporation created by the AUTHORITY, Commission, or County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the AUTHORITY, Commission, County, or any other public entity.

- d. If there is evidence that the CONTRACTOR may be subject to debarment, the AUTHORITY will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- e. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and the AUTHORITY shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.
- f. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- g. If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The AUTHORITY may, at its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the AUTHORITY.

- h. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the CONTRACTOR Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- i. These terms shall also apply to subcontractors and subconsultants of County, Housing Authority, or Commission contractors, consultants, vendors and agencies.

#### **40. COMPLIANCE WITH JURY SERVICE PROGRAM**

- a. Unless the CONTRACTOR has demonstrated to the AUTHORITY'S satisfaction either that the CONTRACTOR is not a "Contractor" as defined under the Jury Service Program or that the CONTRACTOR qualifies for an exception to the Jury Service Program, the CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.
- b. For purposes of this Section, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with the AUTHORITY or a subcontract with an AUTHORITY contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more of the AUTHORITY'S contracts or subcontracts. "Employee" means any California resident who is a full time employee of the CONTRACTOR. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the AUTHORITY, or 2) the

CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the CONTRACTOR uses any subcontractor to perform services for the AUTHORITY under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

- c. If the CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, the CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the CONTRACTOR shall immediately notify the AUTHORITY if the CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if the CONTRACTOR no longer qualifies for an exception to the Program. In either event, the CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The AUTHORITY may also require, at any time during the Contract and at its sole discretion, that the CONTRACTOR demonstrate to the AUTHORITY'S satisfaction that the CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that the CONTRACTOR continues to qualify for an exception to the Program.
- d. The CONTRACTOR'S violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, the AUTHORITY may, at its sole discretion, terminate the Contract and/or bar the CONTRACTOR from the award of future AUTHORITY contracts for a period of time consistent with the seriousness of the breach.

#### **41. ACCESS AND RETENTION OF RECORDS**

The CONTRACTOR shall provide access to the AUTHORITY, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

The CONTRACTOR is required to retain the aforementioned records for a period of five years after all pending matters are closed under this Agreement.

#### **42. CONFLICT OF INTEREST**

- a. The CONTRACTOR represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the

term of this Agreement, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (1%) percent or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the AUTHORITY. Upon execution of this Agreement and during its term, as appropriate, the CONTRACTOR shall, disclose in writing to the AUTHORITY any other contract or employment during term of this Agreement by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the AUTHORITY'S interest and the interests of the third parties.

- b. The CONTRACTOR must also ensure that to the best of its knowledge, no person served under this Agreement, is an officer, employee, or relative of an officer or employee of the AUTHORITY, the CONTRACTOR, or a local or federal government agency who formulates policy or influences decisions with respect to federally funded rental assistance programs or a public official or member of the local governing body or member of Congress. As such, the CONTRACTOR must ensure that all parties required (each participant served or employees and/or subcontractors acting on behalf of the CONTRACTOR under this Agreement) certify via the *Certification of No Conflict of Interest* form (provided by the AUTHORITY to the CONTRACTOR via the *CoC Handbook*) that they are familiar with the No Conflict of Interest policy and will comply with this requirement.

#### 43. SEVERABILITY

In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted by law.

#### 44. INTERPRETATION

No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Agreement is to be construed as if drafted by both parties hereto.

#### 45. WAIVER

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

**46. PATENT RIGHTS**

The AUTHORITY will hold all the patent rights with respect to any discovery or invention, which arises or is developed in the course of, or under this Agreement.

**47. COPYRIGHT**

No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the CONTRACTOR. All such documents become the property of the AUTHORITY and the AUTHORITY holds all the rights to said data.

**48. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment IX of this Agreement and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**49. CONTRACTOR'S ACKNOWLEDGMENT OF AUTHORITY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The CONTRACTOR acknowledges that the AUTHORITY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the AUTHORITY's policy to encourage all AUTHORITY contractors to voluntarily post the AUTHORITY's "Safely Surrendered Baby Law" poster in a prominent position at the contractor's place of business. The CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The Department of Children and Family Services of the County of Los Angeles will supply the CONTRACTOR with the poster to be used.

**50. CONTRACTOR'S CHARITABLE CONTRIBUTIONS COMPLIANCE**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring contractors to complete the "Charitable Contributions Certification" form, attached hereto as Attachment VII, the AUTHORITY seeks to ensure that all AUTHORITY contractors that receive or raise charitable contributions comply with California law in order to protect the AUTHORITY and its taxpayers. A contractor that receives or raises charitable contributions without complying with its obligations under California

law commits a material breach subjecting it to either Agreement termination or debarment proceedings, or both.

**51. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

The CONTRACTOR acknowledges that the AUTHORITY has established a goal of ensuring that all individuals and businesses that benefit financially from the AUTHORITY through Agreement are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the Los Angeles County and its taxpayers. Unless the CONTRACTOR qualifies for an exemption or exclusion, the CONTRACTOR warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with the County's Defaulted Tax Program pursuant to Los Angeles County Code, Chapter 2.206.

**52. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in the above paragraph, Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program, shall constitute default under this Agreement. Without limiting the rights and remedies available to the AUTHORITY under any other provision of this Agreement, failure of the CONTRACTOR to cure such default within ten (10) days of notice shall be grounds upon which the AUTHORITY may terminate this Agreement and/or pursue debarment of the CONTRACTOR, pursuant to County's Defaulted Property Tax Reduction Program pursuant to Los Angeles County Code, Chapter 2.206.

The attached Los Angeles County Code, Chapter 2.206, Defaulted Property Tax Reduction Program and Certification of Compliance with the County's Defaulted Property Tax Reduction Program, are attached hereto as Attachments X and XI, respectively, and incorporated by reference into and made part of this Agreement.

**53. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM**

This Contract is subject to the provisions of the Los Angeles County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.



The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification as a Local Small Business Enterprise.

If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the Housing Authority any difference between the contract amount and what the Housing Authority's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the County Office of Small Business of this information prior to responding to a solicitation or accepting a contract award.

#### **54. AUTHORIZATION WARRANTY**

Each party represents and warrants that the person executing this Agreement or any amendment thereto for that party is an authorized agent of such party who has actual authority to bind the party to each and every term, condition and obligation of this Agreement, and that all requirements of each party have been fulfilled to provide such actual authority.

#### **55. ENTIRE AGREEMENT**

This Agreement with attachments supersedes any and all other agreements, and constitutes the entire understanding and agreement of the parties. This Agreement includes the following attachments:

- I. Insurance
- II. CONTRACTOR'S Scope of Services
- III. CONTRACTOR'S Fee Schedule
- IV. Services Performed by AUTHORITY

- [illegible]

SIGNATURES

IN WITNESS WHEREOF, the CONTRACTOR and the AUTHORITY have executed this Agreement through their duly authorized officers.

HOUSING AUTHORITY  
OF THE COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Sean Rogan  
Executive Director

Date: \_\_\_\_\_

CONTRACTOR:

COUNTY OF LOS ANGELES  
DEPARTMENT OF MENTAL HEALTH

By \_\_\_\_\_  
Marvin J. Southard, D.S.W.  
Director

Date: \_\_\_\_\_

APPROVED AS TO PROGRAM:  
HOUSING AUTHORITY  
OF THE COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Margarita Lares, Director  
Assisted Housing Division

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
John F. Krattli  
County Counsel

BY \_\_\_\_\_  
Deputy County Counsel

Date: \_\_\_\_\_

### **ATTACHMENT I – INSURANCE REQUIREMENTS**

Without limiting the CONTRACTOR's indemnifications provided in this Agreement, the CONTRACTOR shall procure and maintain, at the CONTRACTOR's sole expense for the duration of this Agreement unless otherwise set forth herein, the insurance policies described herein. Such insurance shall be secured from carriers admitted in California, or authorized to do business in California. Such carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be approved by the California Department of Insurance and must be included on the California Department of Insurance List of Eligible Surplus Line Insurers (hereinafter "LESLI"). Such carriers must have a minimum rating of or equivalent to A:VIII in Best's Insurance Guide. The CONTRACTOR shall, concurrent with the execution of this Agreement, deliver to the AUTHORITY certificates of insurance with original endorsements evidencing the insurance coverage required by this Agreement. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this Agreement, but no later than thirty (30) days following execution of this Agreement. The certificates and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. The AUTHORITY reserves the right to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to the AUTHORITY and may provide for such deductibles as may be acceptable to the AUTHORITY. Any self-insurance program and self-insured retention must be separately approved by the AUTHORITY. In the event such insurance does provide for deductibles or self-insurance, the CONTRACTOR agrees that it will defend, indemnify and hold harmless the AUTHORITY, Commission, County, and their elected and appointed officers, officials, representatives, employees, and agents in the same manner as they would have been defended, indemnified and held harmless if full coverage under any applicable policy had been in effect. Each such certificate shall stipulate that the AUTHORITY be given at least thirty (30) days' written notice in advance of any cancellation or any reduction in limit(s) for any policy of insurance required herein. The CONTRACTOR shall give the AUTHORITY immediate notice of any insurance claim or loss which may be covered by insurance. The CONTRACTOR represents and warrants that the insurance coverage required herein will also be provided by any entities with which the CONTRACTOR contracts, as detailed below. All certificates of insurance and additional insured endorsements shall carry the following identifier:

#### **COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH**

The insurance policies set forth herein shall be primary insurance with respect to the AUTHORITY. The insurance policies shall contain a waiver of subrogation for the benefit of the AUTHORITY. Failure on the part of the CONTRACTOR, and/or any entities with which the CONTRACTOR contracts, to procure or maintain the insurance coverage required herein may, upon the AUTHORITY's sole discretion, constitute a material breach of this Agreement pursuant to which the AUTHORITY

**ATTACHMENT I – INSURANCE REQUIREMENTS (CONTINUED)**

may immediately terminate this Agreement and exercise all other rights and remedies set forth herein, at its sole and absolute discretion, and without waiving such default or limiting the rights or remedies of the AUTHORITY, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the AUTHORITY shall be immediately repaid by the CONTRACTOR to the AUTHORITY upon demand including interest thereon at the default rate. In the event of such a breach, the AUTHORITY shall have the right, at its sole election, to participate in and control any insurance claim, adjustment, or dispute with the insurance carrier. The CONTRACTOR's failure to assert or delay in asserting any claim shall not diminish or impair the AUTHORITY's rights against the CONTRACTOR or the insurance carrier.

When the CONTRACTOR is naming the AUTHORITY as an additional insured on any of the insurance policies set forth herein, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 10 01. When any entity with which the CONTRACTOR is contracting, is naming the Commission as an additional insured on any of the insurance policies set forth herein, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 11 85.

The following insurance policies shall be maintained by the CONTRACTOR and any entity with which the CONTRACTOR contracts for the duration of this Agreement, unless otherwise set forth herein:

A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate	\$2,000,000
Products/Completed/On-Going Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The Commission, AUTHORITY, County, and each of their elected and appointed officers, officials, representatives, employees, and agents, shall be named as additional insureds for CONTRACTOR'S work on such policy. This policy must be primary & non-contributory and shall also include a sexual abuse and molestation endorsement.

B. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such insurance shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto". The AUTHORITY and their Agents shall be named as additional insureds on such policy.

**ATTACHMENT I – INSURANCE REQUIREMENTS (CONTINUED)**

- C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing worker's compensation benefits, as required by the Labor Code of the State of California. *This must include a waiver of subrogation in favor of the AUTHORITY and their Agents.* In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
Disease-policy limit	\$1,000,000
Disease-each employee	\$1,000,000

- D. PROFESSIONAL LIABILITY INSURANCE, including coverage for personal injury, death, property damage, and contractual liability in an amount not less than One Million Dollars (\$1,000,000) for each occurrence (Two Million Dollars (\$2,000,000) general aggregate). Said insurance shall be maintained for the statutory period during which the professional maybe exposed to liability. If the CONTRACTOR is not providing professional services, then it is the responsibility of the CONTRACTOR to obtain separate written approval from the AUTHORITY to eliminate this professional liability insurance requirement. The CONTRACTOR shall require that the aforementioned professional liability insurance coverage language be incorporated into its contract with any other entity with which it contracts for professional services.

The CONTRACTOR agrees that it will require all of the above mentioned insurance requirements be incorporated in its contract with any entity with which it contracts in relation to this Agreement or in relation to the property, project, work, or services that is the subject of this Agreement.

**ATTACHMENT II – STATEMENT OF WORK****HOUSING AUTHORITY COUNTY OF LOS ANGELES  
CONTINUUM OF CARE TBRA PROGRAM**

NAME OF ORGANIZATION: LOS ANGELES COUNTY  
DEPARTMENT OF MENTAL HEALTH

MAILING ADDRESS: 695 S. VERMONT AVENUE, 10<sup>TH</sup> FLR  
LOS ANGELES, CA 90020

CONTACT PERSON: MARIA FUNK, PH.D.,  
MENTAL HEALTH CLINICAL DISTRICT  
CHIEF

TARGET POPULATION: HARD TO SERVE CHRONICALLY  
HOMELESS FAMILIES WITH AIDS OR  
HIV, MENTAL ILLNESS OR DUAL  
DIAGNOSIS OF MENTAL ILLNESS AND  
SUBSTANCE ABUSE.

NUMBER OF FAMILIES SERVED: ONE HUNDRED AND ELEVEN (111)

DURATION OF PROJECT: ONE (1) YEAR

PROGRAM OBJECTIVES: To provide a subsidy to pre-qualified Families to enable them to lease housing of their choice in which the Family lives independently in permanent, low-cost housing in residential neighborhoods.

In accepting a referral for a Participation Agreement from the CONTRACTOR, the AUTHORITY expects that the family/individual meets certain readiness criteria, and that the CONTRACTOR provide on-going supportive services for a period of time not less than the duration of this agreement.

**SERVICES TO BE PROVIDED BY THE CONTRACTOR****A. Client Eligibility**

1. Of the total persons served, one hundred percent (100%) shall be of low income.
2. The CONTRACTOR shall ensure that of the population served, it outreaches to the chronically homeless as per regulations set at 24CFR 578.53(e)(13) and that it is adequately documented for the Annual Progress Report.

**ATTACHMENT II – STATEMENT OF WORK**

3. The CONTRACTOR shall ensure that of the population served, persons to be served under this Agreement shall include hard-to-serve homeless Families with disabilities, as per Program Regulations at 24CFR 578.53(c) and adequately verify Homelessness. Hard-to-serve homeless Families primarily include those who are seriously mentally ill, have chronic problems with alcohol, drugs, or both, or have Acquired Immune Deficiency Syndrome (AIDS) and related disease(s). The Program provides rental assistance for permanent housing for homeless persons with disabilities.
4. The target population of the persons to be served under this Agreement shall be individuals and families with members who are disabled including the seriously mentally ill.
5. The CONTRACTOR shall, in its client intake or admission criteria, require documents applicable to each Family for verifying client eligibility regarding Family status, disability, residency (i.e., homeless) and income.
6. The total, original verified information packet shall be forwarded to the AUTHORITY'S Continuum of Care Program staff for review, approval, and acceptance into Continuum of Care Program. Failure to submit all applicable verification will delay the eligibility process and the issuance of the Participation Agreement.
7. The CONTRACTOR shall maintain a file with copies of all verified information, therein, along with case management documentation, and made available for examination in accordance with Section 41, ACCESS AND RETENTION OF RECORDS, of the Agreement.

**B. Services and Duties of CONTRACTOR**

1. The CONTRACTOR shall ensure that at least one hundred and eleven (111) homeless participants with disabilities (primarily those who are seriously mentally ill; have chronic problems with alcohol, drugs or both; or have HIV/AIDS or related diseases) and their families are placed in and/or assisted to remain in qualified housing. The CONTRACTOR shall refer eligible persons every month to the AUTHORITY following the effective date of this Agreement until the Program has achieved full participation.
2. The CONTRACTOR shall ensure that each participant who signs the Program's Participant Agreement and is placed in housing will receive supportive services. Participants will pay 30% of their adjusted income towards the rent.



**ATTACHMENT II – STATEMENT OF WORK**

3. The CONTRACTOR shall ensure that the Continuum of Care Program targets homeless families who have chronic alcohol and/or other drug abuse disabilities, mental illness and/or HIV/AIDS.
4. The CONTRACTOR shall make best efforts to assist persons with dual diagnosis of both serious mental illness and chronic substance abuse problems.
5. The CONTRACTOR shall submit to the AUTHORITY pre-applications from persons eligible to be served in a Continuum of Care funded project.
6. The CONTRACTOR agrees to provide an unconditional commitment (contingent only upon award of grant) via cash or in-kind match of not less than 25 percent than the total grant funding awarded in accordance with rates provided in Attachment III, Fee Schedule, and as specified below:
  - A match in the amount of at least \$408,893 has been committed by CONTRACTOR during the term of this grant;
  - A fee schedule, listing the supportive services; the profession of each provider; and the hourly cost of the services to be provided, is made part of this Agreement as Attachment III.

In compliance with Program regulations set forth at 24CFR 578.73 and applicable cost sharing and match requirements for nonprofits found at 24CFR 84.23.

The CONTRACTOR will be required to report on matching funds expended in their Annual Progress Report at the end of each grant's operating year. All match must be used for eligible activities as required in the CoC Program Interim Rule, 24 CFR 578, subpart D. Matching funds are subject to monitoring by the AUTHORITY or HUD; they should be well documented throughout the operating year and be able to be tied to specific clients. The CONTRACTOR must keep and make available, for inspection, records documenting the match contribution.

7. The CONTRACTOR shall provide participants with eligible and appropriate services, as per Program regulations set forth at 24CFR 578.53, that address the special needs of the program participants, ensuring that -
  - I. Supportive services assist program participants to obtain and maintain housing;
  - II. An annual assessment of the service needs of the program participants is conducted and services are adjusted accordingly;

**ATTACHMENT II – STATEMENT OF WORK**

- III. Supportive services provided to the residents throughout the duration of their residence in the project;
- IV. Eligible supportive services are:
  - a. Annual Assessment of Service Needs. The costs of the assessment required by § 578.53(a)(2) are eligible costs.
  - b. Assistance with moving costs. Reasonable one-time moving costs (security deposits in an amount not to exceed 2 months of rent) are eligible and include truck rental and hiring a moving company.
  - c. Case management. The costs of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant(s) are eligible costs. Component services and activities consist of:
    - (i) Counseling;
    - (ii) Developing, securing, and coordinating services;
    - (iii) Using the centralized or coordinated assessment system as required under § 578.23(c)(9).
    - (iv) Obtaining federal, State, and local benefits;
    - (v) Monitoring and evaluating program participant progress;
    - (vi) Providing information and referrals to other providers;
    - (vii) Providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, and stalking; and
    - (viii) Developing an individualized housing and service plan, including planning a path to permanent housing stability.
  - d. Child care. The costs of establishing and operating child care, and providing child-care vouchers, for children from families experiencing homelessness, including providing meals and snacks, and comprehensive and coordinated developmental activities, are eligible.
    - (i) The children must be under the age of 13, unless they are disabled children.
    - (ii) Disabled children must be under the age of 18.
    - (iii) The child-care center must be licensed by the jurisdiction in which it operates in order for its costs to be eligible.
  - e. Education services. The costs of improving knowledge and basic educational skills are eligible.

**ATTACHMENT II – STATEMENT OF WORK**

- (i) Services include instruction or training in consumer education, health education, substance abuse prevention, literacy, English as a Second Language, and General Educational Development (GED).
  - (ii) Component services or activities are screening, assessment and testing; individual or group instruction; tutoring; provision of books, supplies, and instructional material; counseling; and referral to community resources.
- f. Employment assistance and job training. The costs of establishing and operating employment assistance and job training programs are eligible, including classroom, online and/or computer instruction, on-the-job instruction, services that assist individuals in securing employment, acquiring learning skills, and/or increasing earning potential. The cost of providing reasonable stipends to program participants in employment assistance and job training programs is also an eligible cost.
- (i) Learning skills include those skills that can be used to secure and retain a job, including the acquisition of vocational licenses and/or certificates.
  - (ii) Services that assist individuals in securing employment consist of:
    - a. Employment screening, assessment, or testing;
    - b. Structured job skills and job-seeking skills;
    - c. Special training and tutoring, including literacy training and pre-vocational training;
    - d. Books and instructional material;
    - e. Counseling or job coaching; and
    - f. Referral to community resources.
- g. Food. The cost of providing meals or groceries to program participants is eligible.
- h. Housing search and counseling services. Costs of assisting eligible program participants to locate, obtain, and retain suitable housing are eligible.
- (i) Component services or activities are tenant counseling; assisting individuals and families to understand leases; securing utilities; and making moving arrangements.

**ATTACHMENT II – STATEMENT OF WORK**

- (ii) Other eligible costs are:
  - a. Mediation with property owners and landlords on behalf of eligible program participants;
  - b. Credit counseling, accessing a free personal credit report, and resolving personal credit issues; and
  - c. The payment of rental application fees.
- i. Legal services. Eligible costs are the fees charged by licensed attorneys and by person(s) under the supervision of licensed attorneys, for advice and representation in matters that interfere with the homeless individual or family's ability to obtain and retain housing.
  - i. Eligible subject matters are child support; guardianship; paternity; emancipation; legal separation; orders of protection and other civil remedies for victims of domestic violence, dating violence, sexual assault, and stalking; appeal of veterans and public benefit claim denials; landlord tenant disputes; and the resolution of outstanding criminal warrants.
  - ii. Component services or activities may include receiving and preparing cases for trial, provision of legal advice, representation at hearings, and counseling.
  - iii. Fees based on the actual service performed (i.e., fee for service) are also eligible, but only if the cost would be less than the cost of hourly fees. Filing fees and other necessary court costs are also eligible. If the subcontractor is a legal services provider and performs the services itself, the eligible costs are the subcontractor employees' salaries and other costs necessary to perform the services.
  - iv. Legal services for immigration and citizenship matters and issues related to mortgages and homeownership are ineligible. Retainer fee arrangements and contingency fee arrangements are ineligible.
- j. Life skills training. The costs of teaching critical life management skills that may never have been learned or have been lost during the course of physical or mental illness, domestic violence, substance abuse, and homelessness are eligible. These services must be necessary to assist the program participant to function independently in the community. Component life skills training are the budgeting of resources and money management, household management, conflict management, shopping for food and other needed items, nutrition, the use of public transportation, and parent training.

**ATTACHMENT II – STATEMENT OF WORK**

- k. Mental health services. Eligible costs are the direct outpatient treatment of mental health conditions that are provided by professionals. Component services are crisis interventions; counseling; individual, family, or group therapy sessions; the prescription of psychotropic medications or explanations about the use and management of medications; and combinations of therapeutic approaches to address multiple problems.
- l. Outpatient health services. Eligible costs are the direct outpatient treatment of medical conditions when provided by licensed medical professionals including:
  - (i) Providing an analysis or assessment of an individual's health problems and the development of a treatment plan;
  - (ii) Assisting individuals to understand their health needs;
  - (iii) Providing directly or assisting individuals to obtain and utilize appropriate medical treatment;
  - (iv) Preventive medical care and health maintenance services, including in-home health services and emergency medical services;
  - (v) Provision of appropriate medication;
  - (vi) Providing follow-up services; and
  - (vii) Preventive and non-cosmetic dental care.
- m. Outreach services. The costs of activities to engage persons for the purpose of providing immediate support and intervention, as well as identifying potential program participants, are eligible.
  - (i) Eligible costs include the outreach worker's transportation costs and a cell phone to be used by the individual performing the outreach.
  - (ii) Component activities and services consist of: initial assessment; crisis counseling; addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries; actively connecting and providing people with information and referrals to homeless and mainstream programs; and publicizing the availability of the housing and/or services provided within the geographic area covered by the Continuum of Care.
- n. Substance abuse treatment services. The costs of program participant intake and assessment, outpatient treatment, group and individual counseling, and drug testing are eligible. Inpatient detoxification and other inpatient drug or alcohol treatment are ineligible.

**ATTACHMENT II – STATEMENT OF WORK**

- o. Transportation. Eligible costs are:
  - (i) The costs of program participant's travel on public transportation or in a vehicle provided by the CONTRACTOR or subcontractor to and from medical care, employment, child care, or other services eligible under this section.
  - (ii) Mileage allowance for service workers to visit program participants and to carry out housing quality inspections;
  - (iii) The cost of purchasing or leasing a vehicle in which staff transports program participants and/or staff serving program participants;
  - (iv) The cost of gas, insurance, taxes, and maintenance for the vehicle;
  - (v) The costs of recipient or CONTRACTOR staff to accompany or assist program participants to utilize public transportation; and
  - (vi) If public transportation options are not sufficient within the area, the CONTRACTOR may make a one-time payment on behalf of a program participant needing car repairs or maintenance required to operate a personal vehicle, subject to the following:
    - a. Payments for car repairs or maintenance on behalf of the program participant may not exceed 10 percent of the Blue Book value of the vehicle (Blue Book refers to the guidebook that compiles and quotes prices for new and used automobiles and other vehicles of all makes, models, and types);
    - b. Payments for car repairs or maintenance must be paid by the recipient or CONTRACTOR directly to the third party that repairs or maintains the car; and
    - c. The CONTRACTOR may require program participants to share in the cost of car repairs or maintenance as a condition of receiving assistance with car repairs or maintenance.
- p. Utility deposits. This form of assistance consists of paying for utility deposits. Utility deposits must be a one-time fee, paid to utility companies.
- q. Direct provision of services. If the service described in paragraphs (IV)(a) through (IV)(p) of this section is being directly delivered by the CONTRACTOR, eligible costs for those services also include:
  - (i) The costs of labor or supplies, and materials incurred by the CONTRACTOR or subcontractor in directly providing supportive services to program participants; and
  - (ii) The salary and benefit packages of the CONTRACTOR staff who directly deliver the services.

ATTACHMENT II – STATEMENT OF WORK

- r. The CONTRACTOR agrees:
- (1) To ensure the operation of the project(s) in accordance with the provisions of the McKinney-Veto Act and all requirements under 24 CFR part 578;
  - (2) To monitor and report the progress of the project(s) to the AUTHORITY and HUD;
  - (3) To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
  - (4) To obtain certifications from sub-contractors with respect to:
    - (i) Confidentiality of records, specifically for those records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
    - (ii) Confidentiality of the address or location of any family violence project assisted under this part; whereas records *will not* be made public, except with written authorization of the person responsible for the operation of such project;
    - (iii) Establishment of policies and practices that enable program participants to exercise rights afforded to them under subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
    - (iv) Designation of staff in family projects to ensure that children of program participants are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and other appropriate services or programs authorized under subtitle B of title VII of the Act;
    - (v) Status of the sub-contractor, its officers, and employees regarding debarment or suspension of business with the Federal Government; and
    - (vi) Agreement to provide information, such as data and reports, as required by AUTHORITY; and
  - (5) To monitor the required match and report on match to the AUTHORITY;
  - (6) To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
  - (7) To monitoring requirements at least annually;
  - (8) To use the centralized or coordinated assessment system established by the Continuum of Care as set forth in § 578.7(a)(8). A victim service provider may choose not to use the Continuum of

**ATTACHMENT II – STATEMENT OF WORK**

Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;

(9) To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including the minimum requirements set forth in § 578.7(a)(9);

(10) Enter into sub-contractor agreements requiring sub-contractors to operate the project in accordance with the provisions of this Agreement and all requirements under 24 CFR part 578 and conditions specified in the applicable CoC Program Notice of Funding Availability (NOFA).

- s. The CONTRACTOR agrees to maintain compliance with adequate Accounting Procedures to ensure the proper disbursement of, and accounting for, CoC Program administrative cost grant funds and all financial transactions are conducted and that records are maintained and/or Submitted to the AUTHORITY in accordance with generally accepted accounting principles. Records of all payment requests are made in compliance with 24 CFR § 84 and § 85.



# **ATTACHMENT III**

## **FEE SCHEDULE**

ATTACHMENT IV

**HOUSING AUTHORITY COUNTY OF LOS ANGELES  
CONTINUUM OF CARE PROGRAM**

SERVICES TO BE PERFORMED BY THE AUTHORITY

- A. The AUTHORITY will provide the following:
1. The appropriate rental assistance services detailed in 24 CFR, Part 578.51 for eligible participants.
  2. Training for the CONTRACTOR staff and notification to the CONTRACTOR staff of any changes in regulation, policy, or rules.
  3. Sufficient copies of all forms necessary for processing clients.
  4. A staff liaison to facilitate application and eligibility procedures.
- B. The AUTHORITY assumes no responsibility to pay for salaries or any other expenses of the CONTRACTOR. It is understood by both parties that the AUTHORITY makes no commitment to provide rental assistance for this project beyond the term of this Agreement.

ATTACHMENT V

**HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES**  
**FEDERAL LOBBYIST REQUIREMENTS**  
**CERTIFICATION**

Name of Firm: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the Department of Housing and Urban Development (HUD) and the Housing Authority of the County of Los Angeles:

1. No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification hereof, and;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;
3. The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## ATTACHMENT VI

## BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fundraising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A bidder/proposer on Commission and/or Housing Authority contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

### RESOURCES

The following resource references are offered to assist bidders/proposers who engage in charitable contributions activities, however, each bidder/proposer is responsible to research and determine its own legal obligations and properly complete the Charitable Contributions Certification form.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://caaq.state.ca.us/>, contains much information helpful to regulated charitable organizations.

#### 1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://caaq.state.ca.us/charities/statutes.htm>.

#### 2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the Commission of such organizations.



ATTACHMENT VII

CHARITABLE CONTRIBUTIONS CERTIFICATION

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

\_\_\_\_\_  
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a Community Development Commission (CDC) and or Housing Authority contract, it will comply with them in a timely manner and provide the CDC and/or Housing Authority a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

( ) ( )

OR

YES NO

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

( ) ( )

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title (please type or print)

ATTACHMENT VIII

Department of the Treasury  
Internal Revenue Service

**Notice 1015**

(Rev. December 2009)

**Have You Told Your Employees About the  
Earned Income Credit (EIC)?**


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**What Is the EIC?**

The EIC is a refundable tax credit for certain workers.

**Which Employees Must I Notify About the EIC?**

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note.** You are encouraged to notify each employee whose wages for 2009 are less than \$48,279 that he or she may be eligible for the EIC.

**How and When Must I Notify My Employees?**

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2010.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at [www.irs.gov](http://www.irs.gov) or by calling 1-800-829-3676.

**How Will My Employees Know If They Can Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

**How Do My Employees Claim the EIC?**

Eligible employees claim the EIC on their 2009 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2009 and owes no tax but is eligible for a credit of \$829, he or she must file a 2009 tax return to get the \$829 refund.

**How Do My Employees Get Advance EIC Payments?**

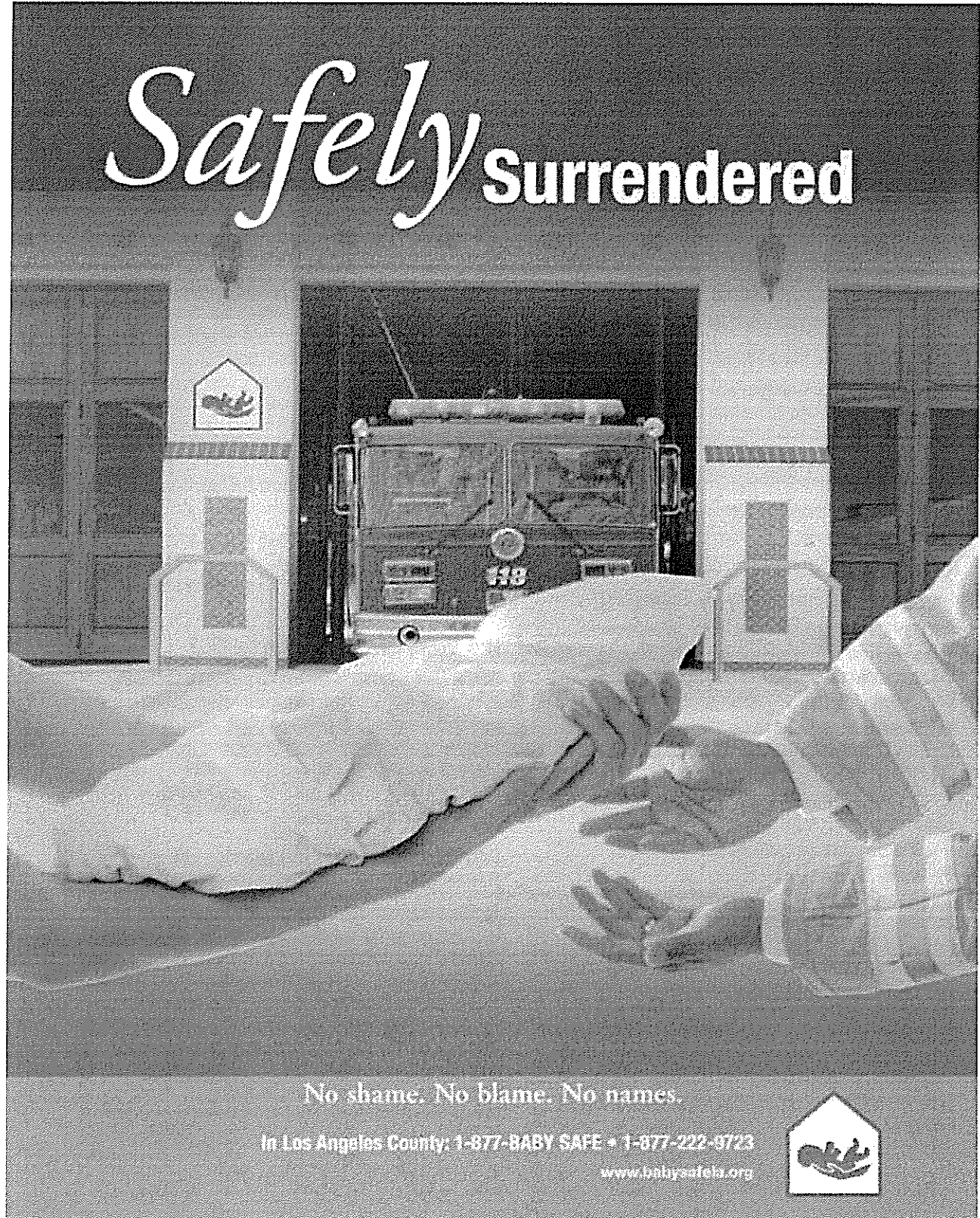
Eligible employees who expect to have a qualifying child for 2010 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

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Notice **1015** (Rev. 12-2009)  
Cat. No. 205991


ATTACHMENT IX

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723  
[www.babysafea.org](http://www.babysafea.org)





# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

In Los Angeles County: 1-877-BABY SAFE 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

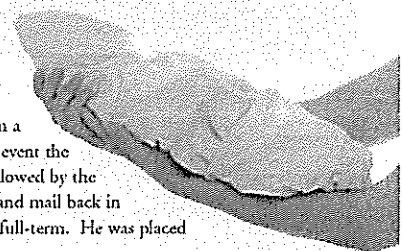
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

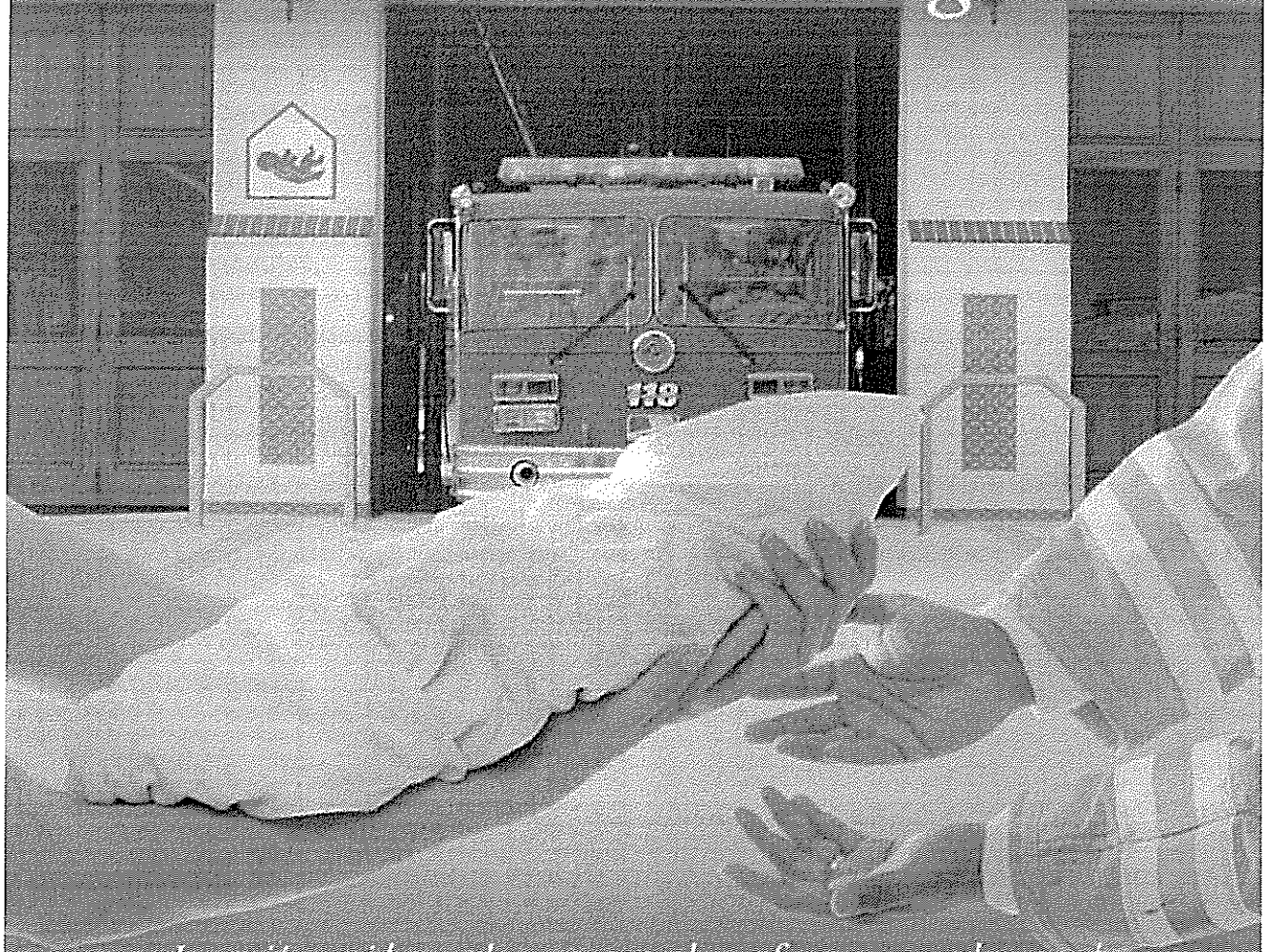
## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.





# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Angeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafeia.org

# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

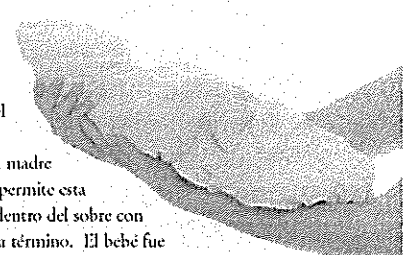
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



ATTACHMENT X

**COUNTY OF LOS ANGELES  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM  
(Los Angeles County Code 2.206)**

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

**2.206.010 Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.030 Applicability.**

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.040 Required solicitation and contract language.**

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.050 Administration and compliance certification.**

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.060 Exclusions/Exemptions.**

- A. This chapter shall not apply to the following contracts:
  - 1. Chief Executive Office delegated authority agreements under \$50,000;
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
  - 3. A purchase made through a state or federal contract;
  - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
  - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.

6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
  7. Program agreements that utilize Board of Supervisors' discretionary funds;
  8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
  9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
  10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
  11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
  12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
  14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

#### **2.206.070 Enforcement and remedies.**

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
  1. Recommend to the Board of Supervisors the termination of the contract; and/or,
  2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
  3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

#### **2.206.080 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

ATTACHMENT XI**DEFAULTED PROPERTY TAX REDUCTION PROGRAM  
CERTIFICATION OF COMPLIANCE**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For:	Services:	

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County's Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

**- OR -**

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060. The following exemption applies to my contract:

- ☐ Mandated by federal or state law or a condition of federal or state program;
- ☐ The purchase is made through a state or federal contract;
- ☐ The purchase is made for equipment or supplies for, or by the National Association of Counties,, U.S. Communities Government Purchasing Alliance, or other similar related group purchasing organization;
- ☐ Sole source provider with exclusive and proprietary rights to services or goods;
- ☐ Emergency services provider for services or goods;
- ☐ Provide mission critical goods and/or services and is determined to be exempt by the Board of Commissioners;
- ☐ Required to comply with the laws of the United States or California, which are inconsistent with this program.

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name:	Title:
Signature:	Date:



**AGREEMENT  
BETWEEN THE HOUSING AUTHORITY OF  
THE COUNTY OF LOS ANGELES  
AND  
THE LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH  
RELATING TO THE CONTINUUM OF CARE  
TENANT BASED RENTAL ASSISTANCE (TBRA) PROGRAM**

This Agreement is made and entered into in duplicate original this 1<sup>st</sup> day of October 2013 by and between the HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES, hereinafter referred to as "AUTHORITY", and the COUNTY OF LOS ANGELES by and through its DEPARTMENT OF MENTAL HEALTH, hereinafter referred to as "CONTRACTOR".

WHEREAS, the AUTHORITY recognizes the need for and desires to link rental assistance to supportive services for very low or extremely low income, hard-to-serve homeless persons with disabilities (primarily those who are seriously mentally ill; have chronic substance abuse problems; or acquired immune deficiency syndrome (AIDS) or related diseases) and their families;

WHEREAS, the AUTHORITY was designated by the U.S. Department of Housing and Urban Development (HUD) as the agency responsible for administering the Continuum of Care (CoC) Program (Program) in the County of Los Angeles pursuant to the provisions of Title IV of the McKinney-Vento Homeless Assistance Act;

WHEREAS, the AUTHORITY pursuant to Sections 18.1 and 18.4 of its Administrative Plan 2013, receives non-Housing Choice Voucher Program funding to administer special programs such as the CoC Program;

WHEREAS, the AUTHORITY was awarded Tenant Based Rental Assistance (TBRA) funding under the CoC Program Grant Agreement # CA1158L9D001201 between HUD and the AUTHORITY;

WHEREAS, the AUTHORITY in accordance with the Program will provide training to the CONTRACTOR, who shall be or work with a local service provider that has the training, experience and qualifications, to facilitate the transition of homeless persons with disabilities and their families into a stable housing environment and provide supportive services at least equal in value to 25% of the total grant amount funded by HUD; and

WHEREAS, the AUTHORITY will make rental assistance payments to private landlords for units occupied by eligible persons in accordance with the terms and conditions described in the CoC Housing Assistance Payments Contract.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the AUTHORITY and the CONTRACTOR agree as follows:

## 1. DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words and phrases used throughout this Agreement shall have the meanings defined by HUD and as set forth below.

### A. **Chronically Homeless:**

(1) An individual who:

- i. Is homeless and lives in a place not meant for human habitation (e.g., living on the streets), a safe haven, or in an emergency shelter; and
- ii. Has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least 1 year or on at least four separate occasions in the last 3 years; and
- iii. Can be diagnosed with one or more of the following conditions: substance abuse disorder, serious mental illness, developmental disability (as defined in Section 102 of the Developmental Disabilities Assistance Bill of Rights Act of 2000 (42 U.S.C. 15002)), post-traumatic stress disorder, cognitive impairments resulting from brain injury, or chronic physical illness or disability;

(2) An individual who has been residing in an institutional care facility, including jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (1) of this definition, before entering that facility; or

(3) A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.

**B. Eligible Persons:** Persons eligible for the Continuum of Care Program must be of low income, homeless AND have a disability.

**C. Disability:** *Persons with disabilities* means a household in which one adult or child has a disability.

- a. A person shall be considered to have a disability if such person has a physical, mental, or emotional impairment, including alcohol or drug abuse, post-traumatic stress disorder or brain injury, which is expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently; and is of such a nature that such ability could be improved by more suitable housing conditions.



- b. A person will also be considered to have a disability if he or she has a developmental disability, which is a severe, chronic disability that—
  - 1. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
  - 2. Is manifested before the person attains age 22;
  - 3. Is likely to continue indefinitely;
  - 4. Results in substantial functional limitations in three or more of the following areas of major life activity:
    - a. Self-care;
    - b. Receptive and expressive language;
    - c. Learning;
    - d. Mobility;
    - e. Self-direction;
    - f. Capacity for independent living; and
    - g. Economic self-sufficiency; and
  - 5. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services which are of lifelong or extended duration and are individually planned and coordinated.
- c. A person will also be considered to have a developmental disability if the individual does not meet three or more of the criteria described in paragraphs 1-5 under section (B) above, but is between the age of zero to nine years, inclusive, and has substantial developmental delay or specific congenital or acquired condition and without services and support has a high probability of meeting those criteria later in life.

**D. Homeless:**

- 1. An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
  - i. Has a primary nighttime residence that is a public or private place not meant for human habitation (i.e. bus or train stations, airports, or camping grounds, cars, abandoned buildings, parks, sidewalks, etc.).
  - ii. Is living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including emergency shelters, transitional housing, and hotels/motels paid for by charitable organizations or federal/state/local government programs for low income individuals; for homeless persons who originally came from the streets.
  - iii. An individual who is exiting an institution where he/she resided 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
- 2. An individual or family who will imminently lose their primary nighttime residence within 14 days and no subsequent residence has been identified

and the person lacks the resources and support networks needed to obtain other permanent housing.

3. Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition but who are defined as homeless under another Federal statute or section 725(2) of the McKinney-Vento Homeless Assistance Act; have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the homeless assistance application; have experienced persistent instability as measured by two moves or more during the preceding 60 days; and can be expected to continue in such status for an extended period of time due to special needs or barriers as listed in 24CFR 578.3.

4. Any individual or family who is fleeing or attempting to flee from domestic violence, dating violence, sexual assault or stalking or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place in the person or family's primary nighttime residence or has made the person or family afraid to return to the primary nighttime residence; has no subsequent residence and lacks the resources and support networks needed to obtain housing.

## **2. SERVICES AND DUTIES**

A. The CONTRACTOR shall provide the services described in this Section and as set forth in Attachment II of this Agreement.

B. The CONTRACTOR shall provide the following supportive services for at least twenty-five (25) disabled homeless participants.

1. The CONTRACTOR is required to submit referrals until the allocation requirement is met.

2. The CONTRACTOR shall submit eligible referrals resulting in 50% of the total allocations within six (6) months of contract execution and 100% of the allocation within 12 months from execution of this Agreement, or be subject to deobligation of funds by HUD as stipulated in 24 CFR §578.85.

3. The CONTRACTOR shall, under the guidance of the AUTHORITY, provide: outreach and intake services, including disseminating Continuum of Care Program information to potential Program participants; assist individuals in preparing Program application packages including required documentation; and submit applications of eligible individuals to the AUTHORITY for review and final approval resulting in at least twenty-five (25) homeless participants with disabilities gaining and/or maintaining suitable housing.

4. The CONTRACTOR shall conduct an annual assessment of the service needs required by the Program participants, including supportive services

designed to assist participants in remaining housed and maintaining Program compliance.

5. The CONTRACTOR shall provide supportive services or service referrals and ensure that clients receive appropriate services. Pursuant to this Agreement and regulations at 24CFR 578.53, appropriate supportive services include, but are not be limited to the following: services that address the special needs of the Program participants; the costs of the day-to-day operation of the supportive service facility, including maintenance, repair, building security, furniture, utilities, and equipment; and provision of supportive services to households of disabled homeless persons within the AUTHORITY'S jurisdiction which results in obtaining and maintaining stable subsidized housing in a residential neighborhood of the their choice, as listed in Attachment II of this Agreement.
  6. The CONTRACTOR shall locate a care provider who can appropriately provide services for special populations such as: unaccompanied homeless youth; persons living with HIV/AIDS (acquired immunodeficiency disease syndrome or a related disease); and victims of domestic violence, dating violence, sexual assault, or stalking who requires more intensive care that can be provided through this tenant based rental assistance Program, and refer the individual to the care provider.
  7. The CONTRACTOR shall reference the *CoC Handbook* provided by the AUTHORITY; in order to ensure compliance with Program regulations, policies, and timely submission of all required forms – as is necessary in order to successfully co-administer this Program.
- C. The AUTHORITY shall provide the services set forth in Attachment IV of this Agreement.

### 3. **COMPENSATION**

The CONTRACTOR shall submit to the AUTHORITY on the 1st day of each month an invoice on a form approved by the AUTHORITY for administrative expenses. Upon receipt and approval, the AUTHORITY will pay the CONTRACTOR within thirty (30) days of receipt and approval of the invoice. The total amount of compensation under this Agreement shall not exceed Twelve Thousand Two Hundred and Twenty-Nine Dollars (\$12,229).

The Contractor shall be paid in accordance with the Housing Authority's standard accounts payable system.

The CONTRACTOR shall have no claim against the AUTHORITY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the CONTRACTOR after the expiration or other termination of this Agreement. Should the CONTRACTOR receive any such

payment, it shall immediately notify the AUTHORITY and shall immediately repay all such funds to the AUTHORITY. Payment by the AUTHORITY for services rendered after expiration or termination of this Agreement shall not constitute a waiver of the AUTHORITY'S right to recover such payment from the CONTRACTOR. This provision shall survive the expiration or other termination of this Agreement.

**4. APPROPRIATIONS**

The United States of America, through HUD, may in the future place programmatic or fiscal limitation(s) on funds not presently anticipated (i.e., limitations imposed by sequestration). Accordingly, the AUTHORITY reserves the right to cease all leasing/programmatic activities and/or revise this Agreement as necessary in order to take into account actions affecting HUD program funding. The AUTHORITY'S obligation is payable only and solely from funds appropriated through HUD and, for the purpose of this Agreement.

In the event this Agreement extends into succeeding contract years and funds have not been appropriated, compensation for this Agreement will automatically terminate as of the end of the term of this Agreement. The AUTHORITY will endeavor to notify the CONTRACTOR in writing within ten (10) days of receipt of non-appropriation notice.

**5. TERM**

The term of this Agreement shall commence as of the date and year first indicated above and shall terminate on or before September 30, 2014, unless sooner terminated or extended, in whole or in part, as provided herein. The AUTHORITY reserves the right to cancel this Agreement with or without cause upon 30 days' prior written notice to the CONTRACTOR during said period.

The AUTHORITY may grant time of performance modifications and/or extensions to this Agreement when such modifications or extensions:

- a. Will not change the project goals or scope of services;
- b. Are specifically requested by the CONTRACTOR;
- c. Are in the best interest of the AUTHORITY and the CONTRACTOR in performing the scope of services under this Agreement and;
- d. Are consistent with the regulatory and funding limitations prescribed by HUD.

Any such modification or extension shall be effected by a written amendment executed by the CONTRACTOR and the AUTHORITY.

**6. TERMINATION FOR IMPROPER CONSIDERATION**

The AUTHORITY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any AUTHORITY officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to the CONTRACTOR'S performance pursuant to this Agreement. In the event of such termination, the AUTHORITY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

The CONTRACTOR shall immediately report any attempt by an AUTHORITY officer or employee to solicit such improper consideration. The report shall be made either to the AUTHORITY's Executive Director or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

**7. TERMINATION FOR CONVENIENCE**

The AUTHORITY reserves the right to cancel this Agreement for any reason at all upon thirty (30) days prior written notice to the CONTRACTOR. In the event of such termination, the CONTRACTOR shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

**8. TERMINATION FOR CAUSE**

This Agreement may be terminated by the AUTHORITY upon written notice to the CONTRACTOR for just cause (failure to perform satisfactorily) with no liability incurred by the AUTHORITY upon termination or upon the occurrence of any of the following events:

- a. Should the CONTRACTOR fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of the Agreement in their true intent and meaning, then in such case, notice thereof in writing will be served upon the CONTRACTOR, and should the CONTRACTOR neglect or refuse to provide a means for satisfactory compliance with this Agreement and with the direction of the AUTHORITY within the time specified in such notice, the AUTHORITY shall have the power to suspend or terminate the operations of the CONTRACTOR in whole or in part.

- b. Should the CONTRACTOR fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Agreement, or if the work to be done under this Agreement is abandoned for more than three days by the CONTRACTOR, then notice of deficiency thereof in writing will be served upon the CONTRACTOR by the Manager of Central Services. Should the CONTRACTOR fail to comply with the terms of this Agreement within five (5) days upon receipt of said written notice of deficiency, the Executive Director of the AUTHORITY shall have the power to suspend or terminate the operation of the CONTRACTOR in whole or in part.
- c. In the event that a petition of bankruptcy shall be filed by or against the CONTRACTOR.
- d. If, through any cause, the CONTRACTOR fails to fulfill, in a timely and proper manner, the obligations under this Agreement, or if the CONTRACTOR violates any of the covenants, agreements, or stipulations of this Agreement, the AUTHORITY shall thereupon have the right to terminate this Agreement by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps models, photographs and reports prepared by the CONTRACTOR under this Agreement shall, at the option of the AUTHORITY become its property.

9. **SUBCONTRACTING**

The CONTRACTOR may subcontract only those specific portions of work allowed in the original specifications covered by this Agreement with prior written approval by the AUTHORITY.

The CONTRACTOR shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval by the AUTHORITY.

In the event the CONTRACTOR subcontracts any portion of this Agreement, with or without the AUTHORITY's prior written consent, and with or without a formal written agreement, the CONTRACTOR shall ensure, and be liable for ensuring, that all of its subcontractors comply with all the terms and conditions stated herein. Nothing contained herein shall preclude the AUTHORITY from enforcing compliance by any subcontractor of the terms and conditions stated herein, either directly or through the CONTRACTOR, at the CONTRACTOR's sole expense.

**10. EMPLOYEES OF CONTRACTOR**

*Workers' Compensation:* the CONTRACTOR understands and agrees that all persons furnishing services to the AUTHORITY pursuant to this Agreement are, for the purpose of Workers' Compensation liability, employees solely of the CONTRACTOR. The CONTRACTOR shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the AUTHORITY under this Agreement.

*Professional Conduct:* The AUTHORITY does not and will not condone any acts, gestures, comments or conduct from the CONTRACTOR'S employees, agents or subcontractors which may be construed as sexual harassment or any type of activities or behavior that might be construed as harassment. The AUTHORITY will properly investigate all charges of harassment by residents, employees or agents of the AUTHORITY against any and all the CONTRACTOR'S employees, agents or SUBCONTRACTORS providing services for the AUTHORITY. The CONTRACTOR assumes all liability for the actions of the CONTRACTOR'S employees, agents or SUBCONTRACTORS and is responsible for taking appropriate action after reports of harassment are received by the CONTRACTOR.

**11. STAFFING REQUIREMENT**

The AUTHORITY recognizes the importance of appropriate staff as it pertains to the delivery of supportive services cited in this Agreement. The CONTRACTOR shall honor the staffing terms stated in the original Grant Application that was approved by the AUTHORITY. If changes in staffing terms must be made, the CONTRACTOR agrees to seek the approval of the AUTHORITY prior to any staff adjustments.

**12. SERVICES COORDINATION**

The CONTRACTOR will provide to the Program a participant housing specialist/case manager to work with participants to develop an individualized housing and service plan, appropriate to the participant's needs. This plan may include, but is not limited to focusing on: sobriety, alcohol and drug-free housing, receiving supportive services, accessing mainstream benefits, and addressing legal concerns.

The CONTRACTOR will inform the participants that the Program requires them to meet with their housing specialist/case manager at least once annually to discuss the progress in their housing and service plan and determine what adjustments are needed in order to maintain independent living and self-sufficiency.



**13. INSURANCE**

The CONTRACTOR shall provide and maintain, at its own expense during the term of this Agreement, a policy or policies of insurance meeting the minimum requirements contained in Attachment I and attached hereto and made a part of this Agreement.

This Agreement or any provision thereof or any right or obligation arising hereunder is not assignable in whole or in part without the expressed written consent of the AUTHORITY.

**14. ASSIGNMENT BY CONTRACTOR**

The CONTRACTOR shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of the AUTHORITY, at its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, the AUTHORITY's consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the AUTHORITY to any approved delegate or assignee on any claim under the Agreement shall be deductible, at the AUTHORITY's sole discretion, against the claims, which the CONTRACTOR may have against the AUTHORITY. However, the AUTHORITY reserves the right to assign this Agreement to another public agency without the consent of the CONTRACTOR.

Shareholders, partners, members, or other equity holders of the CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of the CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of the AUTHORITY in accordance with applicable provisions of this Agreement.

Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the AUTHORITY's expressed prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, the AUTHORITY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.



In the event the CONTRACTOR assigns any portion of this Agreement, with or without the AUTHORITY'S prior written consent, and with or without a formal written agreement, the CONTRACTOR shall ensure, and be liable for ensuring, that all of its assignees comply with all the terms and conditions stated herein. Nothing contained herein shall preclude the AUTHORITY from enforcing compliance by any assignee of the terms and conditions stated herein, either directly or through the CONTRACTOR, at the CONTRACTOR'S sole expense.

**15. NOTICES**

All notices, correspondence and invoices shall be delivered or mailed with postage prepaid to the following address:

**AUTHORITY:**

Housing Authority of the County of Los Angeles  
Margarita Lares, Director  
Attn: Georganne Colvin  
Assisted Housing Division  
700 W. Main Street  
Alhambra, CA 91801

**CONTRACTOR:**

The County of Los Angeles  
Department of Mental Health  
Marvin J. Southard, D.S.W., Director  
695 S. Vermont Avenue, 10<sup>th</sup> Floor  
Los Angeles, CA 90005

**16. NON-DISCRIMINATION**

In the performance of its obligations hereunder, the CONTRACTOR shall comply with the provisions of all federal, state or local laws prohibiting discrimination on the grounds of race, color, religion, sex, physical disability, creed or national origin.

**17. INDEMNIFICATION**

The CONTRACTOR shall indemnify, defend, and hold harmless the AUTHORITY, the Community Development Commission, County of Los Angeles, and their officials, officers, employees, and agents (hereinafter collectively referred to as "Public Entities") from and against any and all liability, demands, damages, claims, causes of action, expenses, and fees (including reasonable attorneys' fees, expert witness fees, and legal costs) including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "liabilities"), arising from or connected with the CONTRACTOR's acts, errors, and/or omissions under this Agreement or the services to be provided by the CONTRACTOR hereunder.

The CONTRACTOR shall not be required to indemnify, defend and hold harmless the Public Entities from any liabilities that are caused by the sole negligence or willful misconduct of the AUTHORITY or its officials, officers, employees, or agents. This indemnification provision shall remain in full force and effect and survive the termination and/or expiration of this Agreement. The CONTRACTOR agrees to require any and all entities with which it contracts to agree to and abide by the above mentioned indemnification requirements in favor of the Public Entities, as applicable to each of them.

The AUTHORITY shall indemnify, defend, and hold harmless the CONTRACTOR and its officials, officers, employees, and agents from and against any and all liability, demands, damages, claims, causes of action, expenses, and fees (including reasonable attorneys' fees, expert witness fees, and legal costs) including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "liabilities") arising from or connected with the AUTHORITY's acts, errors, and/or omissions under this Agreement or the services to be provided by the AUTHORITY hereunder. The AUTHORITY shall not be required to indemnify, defend, and hold harmless the CONTRACTOR or its officials, officers, employees or agents from any liabilities that are caused by the sole negligence or willful misconduct of the CONTRACTOR or its officials, officers, employees or agents.

#### **18. INDEPENDENT CONTRACTOR**

The CONTRACTOR shall perform the services as contained herein as an independent CONTRACTOR and shall not be considered an employee of the AUTHORITY or under AUTHORITY supervision or control. This Agreement is by and between the CONTRACTOR and the AUTHORITY, and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the AUTHORITY and the CONTRACTOR.

#### **19. FORMS AND REPORTS**

##### **a. Quarterly Match Funds Tracking Report**

The CONTRACTOR shall submit individual Quarterly Match Funds Tracking Reports to the AUTHORITY by the 15<sup>th</sup> of the month following the APR quarterly reporting period. The form will assist in tracking the supportive services required in the section titled "Service and Duties", of this Agreement. The *Quarterly Match Funds Tracking Report* is provided by the AUTHORITY to the CONTRACTOR via the *CoC Handbook*.

##### **b. Annual Progress Report**

The CONTRACTOR is obligated to complete the *Annual Progress Report* (APR). The CONTRACTOR must submit the APR to the AUTHORITY 30 days after the end of the operating year. HUD may terminate the renewal of any grant and require the recipient to repay the renewal grant if: (1) The

recipient fails to timely submit a HUD Annual Performance Report (APR) for the grant year immediately prior to renewal; or (2) The recipient submits an APR that HUD deems unacceptable or shows noncompliance with the requirements of the grant and this part. The APR is subject to change due to HUD updates. For the purposes of the APR, the CONTRACTOR'S Operating Year commences July 1st and terminates June 30th.

## **20. MONITORING AND RECORDS**

The CONTRACTOR will make available all its records pursuant to this Agreement with the AUTHORITY upon request. All records will be retained during the term of the Agreement and for a five (5) year period thereafter. Monitoring site-visits will be conducted at least annually. Program "participant master files" must contain all documentation as it pertains to eligibility, supportive/case management services, referrals, and documentation of homelessness.

## **21. PARTICIPANT MASTER FILE**

Under this Agreement, the CONTRACTOR is required to maintain a Participant Master File for each participant. The Participant Master File must contain the following:

- a. Proper verification of homelessness, in accordance with the *Homeless Condition Certification* form, provided by the AUTHORITY in the CoC Handbook.
- b. Documentation of an intake conducted to determine the client's eligibility for the CoC Program; as per the *Housing Intake Assessment Form*, provided by the AUTHORITY in the CoC Handbook.
- c. Documentation of an annual needs assessment of supportive services provided to participants, from time of the client's placement in the subsidized unit and throughout their participation in the Program; as per the *Client Progress Report*, provided by the AUTHORITY in the CoC Handbook.
- d. Proper verification of disability; as certified by a licensed professional via the *Certificate of Disability Form*, provided by the AUTHORITY in the CoC Handbook.
- e. Tracking of matching funds for value of supportive services provided to participants; as per the *Quarterly Match Funds Tracking Report*, provided by the AUTHORITY in the CoC Handbook.

Failure on the part of the CONTRACTOR to maintain a complete Participant Master File for each participant may result in the AUTHORITY exercising its right to take corrective measures.

**22. CONFIDENTIALITY OF REPORTS**

The CONTRACTOR shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the AUTHORITY, except as required under the California Public Records Act, the Federal Freedom of Information Act, or other applicable law, or pursuant to court order.

**23. CHANGES**

The AUTHORITY may, from time to time, request changes in the scope of the services of the CONTRACTOR to be performed hereunder. Such changes, which are agreed upon by and between the CONTRACTOR and the AUTHORITY, shall be incorporated into this Agreement by written amendments.

**24. AUTHORITY'S QUALITY ASSURANCE PLAN**

The AUTHORITY will evaluate the CONTRACTOR'S performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR'S compliance with all contract terms and performance standards. If the AUTHORITY determines that there are severe or continuing deficiencies in the CONTRACTOR's compliance with contract terms and performance standards, the AUTHORITY may require corrective action measures to be implemented by the CONTRACTOR. If improvement does not occur consistent with the corrective measure, the AUTHORITY may terminate this Agreement, pursuant to Section 8 "Termination for Cause" of this Agreement or seek other remedies as specified in this Agreement.

A performance review will be conducted on an annual basis to evaluate the performance of the CONTRACTOR. Based on the assessment of the performance review, as determined by the AUTHORITY in its sole discretion, "the AUTHORITY shall thereupon have the right to terminate this Agreement by giving written notice to the CONTRACTOR pursuant to Section 6 "Termination for Convenience" or Section 8 "Termination for Cause."

**25. SAFETY STANDARDS AND ACCIDENT PREVENTION**

The CONTRACTOR shall comply with all applicable federal, state, and local laws governing safety, health, and sanitation. The CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Agreement.

**26. DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA**

The CONTRACTOR certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990.

**27. CONTRACTOR'S WARRANTY OF ADHERENCE TO THE AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM**

The CONTRACTOR acknowledges that the AUTHORITY has established a goal of ensuring that all individuals who benefit financially from the AUTHORITY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers of the County of Los Angeles. As required by the AUTHORITY'S Child Support Compliance Program and without limiting the CONTRACTOR'S duty under this Agreement to comply with all applicable provisions of the law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**28. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH THE AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Section 27, "CONTRACTOR'S Warranty of Adherence to the Authority's Child Support Compliance Program" shall constitute a default by the CONTRACTOR under this Agreement. Without limiting the rights and remedies available to the AUTHORITY under any other provision of this Agreement, failure of the CONTRACTOR to cure such default within 90 calendar days of written notice shall be grounds upon which the AUTHORITY may terminate this Agreement pursuant to Section 8, "Termination For Cause" and pursue debarment of the CONTRACTOR, pursuant to the AUTHORITY'S Policy.

**29. POST MOST WANTED DELINQUENT PARENT LIST**

The CONTRACTOR acknowledges that the AUTHORITY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The CONTRACTOR understands that it is the AUTHORITY'S policy to encourage its contractors to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent

position at the CONTRACTOR'S place of business. The Los Angeles County Child Support Services Department (CSSD) will supply the CONTRACTOR with the poster to be used.

**30. COMPLIANCE WITH LAWS**

The CONTRACTOR agrees to be bound by any and all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Agreement. This Agreement is subject to and incorporates the terms of the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85. If compensation under this Agreement is in excess of \$100,000 then the CONTRACTOR shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The CONTRACTOR shall obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Agreement.

The CONTRACTOR shall also comply with the laws described in Sections 31-40, and 48-54, inclusive of this Agreement.

**31. CIVIL RIGHTS ACT OF 1964, TITLE VI (NON-DISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS)**

The CONTRACTOR shall comply with the Civil Rights Act of 1964, Title VI, which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**32. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

The CONTRACTOR shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

**33. AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973**

The CONTRACTOR shall comply with the Age Discrimination Act of 1975 and

section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Agreement on the basis of age or with respect to an otherwise qualified disabled individual.

**34. EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NON-DISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS)**

The CONTRACTOR shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Agreement, the CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining Agreement or other contract or understanding, a notice to be provided by the agency of the CONTRACTOR'S commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The CONTRACTOR will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The CONTRACTOR will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the AUTHORITY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the CONTRACTOR'S noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts

in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The CONTRACTOR will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such actions with respect to any subcontract or purchase order as the AUTHORITY may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the CONTRACTOR becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the AUTHORITY, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

**35. GREATER AVENUES FOR INDEPENDENCE (GAIN) PROGRAM AND GENERAL RELIEF OPPORTUNITY FOR WORK (GROW) PROGRAM**

- A. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.
- B. In the event that both laid-off County Employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

**36. FEDERAL LOBBYIST REQUIREMENTS**

The CONTRACTOR is prohibited by the Department of the Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's Title 24 Code of Federal Regulations (CFR) 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.



The CONTRACTOR must certify in writing on the Federal Lobbyist Requirements Certification form, attached hereto as Attachment V, that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the CONTRACTOR will comply with the Lobbyist Requirements.

Failure on the part of the CONTRACTOR or persons/subcontractors acting on behalf of the CONTRACTOR to fully comply with the Federal Lobbyist Requirements shall be subject to civil penalties.

**37. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

**38. USE OF RECYCLED-CONTENT PAPER PRODUCTS**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this project.

**39. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

- a. A responsible contractor is a contractor, consultant, vendor or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the AUTHORITY, Community Development Commission (Commission), and County of Los Angeles (County) to conduct business only with responsible contractors.
- b. The CONTRACTOR is hereby notified that if the AUTHORITY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the AUTHORITY may, in addition to other remedies provided in the contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on AUTHORITY contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the AUTHORITY.
- c. The AUTHORITY may debar a CONTRACTOR, consultant, vendor or operating agency if the Board of Commissioners finds, in its discretion,

that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the AUTHORITY, Commission, or County, or a nonprofit corporation created by the AUTHORITY, Commission, or County, (2) committed an act or omission which negatively reflects on the quality, fitness or capacity to perform a contract with the AUTHORITY, Commission, or County, any other public entity, a nonprofit corporation created by the AUTHORITY, Commission, or County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the AUTHORITY, Commission, County, or any other public entity.

- d. If there is evidence that the CONTRACTOR may be subject to debarment, the AUTHORITY will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- e. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and the AUTHORITY shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.
- f. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- g. If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The AUTHORITY may, at its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the AUTHORITY.

- h. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the CONTRACTOR Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- i. These terms shall also apply to subcontractors and subconsultants of County, Housing Authority, or Commission contractors, consultants, vendors and agencies.

#### **40. COMPLIANCE WITH JURY SERVICE PROGRAM**

- a. Unless the CONTRACTOR has demonstrated to the AUTHORITY'S satisfaction either that the CONTRACTOR is not a "Contractor" as defined under the Jury Service Program or that the CONTRACTOR qualifies for an exception to the Jury Service Program, the CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.
- b. For purposes of this Section, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with the AUTHORITY or a subcontract with an AUTHORITY contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more of the AUTHORITY'S contracts or subcontracts. "Employee" means any California resident who is a full time employee of the CONTRACTOR. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the AUTHORITY, or 2) the

CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the CONTRACTOR uses any subcontractor to perform services for the AUTHORITY under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

- c. If the CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, the CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the CONTRACTOR shall immediately notify the AUTHORITY if the CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if the CONTRACTOR no longer qualifies for an exception to the Program. In either event, the CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The AUTHORITY may also require, at any time during the Contract and at its sole discretion, that the CONTRACTOR demonstrate to the AUTHORITY'S satisfaction that the CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that the CONTRACTOR continues to qualify for an exception to the Program.
- d. The CONTRACTOR'S violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, the AUTHORITY may, at its sole discretion, terminate the Contract and/or bar the CONTRACTOR from the award of future AUTHORITY contracts for a period of time consistent with the seriousness of the breach.

#### **41. ACCESS AND RETENTION OF RECORDS**

The CONTRACTOR shall provide access to the AUTHORITY, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

The CONTRACTOR is required to retain the aforementioned records for a period of five years after all pending matters are closed under this Agreement.

#### **42. CONFLICT OF INTEREST**

- a. The CONTRACTOR represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the

term of this Agreement, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (1%) percent or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the AUTHORITY. Upon execution of this Agreement and during its term, as appropriate, the CONTRACTOR shall, disclose in writing to the AUTHORITY any other contract or employment during term of this Agreement by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the AUTHORITY'S interest and the interests of the third parties.

- b. The CONTRACTOR must also ensure that to the best of its knowledge, no person served under this Agreement, is an officer, employee, or relative of an officer or employee of the AUTHORITY, the CONTRACTOR, or a local or federal government agency who formulates policy or influences decisions with respect to federally funded rental assistance programs or a public official or member of the local governing body or member of Congress. As such, the CONTRACTOR must ensure that all parties required (each participant served or employees and/or subcontractors acting on behalf of the CONTRACTOR under this Agreement) certify via the *Certification of No Conflict of Interest* form (provided by the AUTHORITY to the CONTRACTOR via the *CoC Handbook*) that they are familiar with the No Conflict of Interest policy and will comply with this requirement.

#### 43. **SEVERABILITY**

In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted by law.

#### 44. **INTERPRETATION**

No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Agreement is to be construed as if drafted by both parties hereto.

#### 45. **WAIVER**

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

**46. PATENT RIGHTS**

The AUTHORITY will hold all the patent rights with respect to any discovery or invention, which arises or is developed in the course of, or under this Agreement.

**47. COPYRIGHT**

No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the CONTRACTOR. All such documents become the property of the AUTHORITY and the AUTHORITY holds all the rights to said data.

**48. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment IX of this Agreement and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**49. CONTRACTOR'S ACKNOWLEDGMENT OF AUTHORITY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The CONTRACTOR acknowledges that the AUTHORITY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the AUTHORITY's policy to encourage all AUTHORITY contractors to voluntarily post the AUTHORITY's "Safely Surrendered Baby Law" poster in a prominent position at the contractor's place of business. The CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The Department of Children and Family Services of the County of Los Angeles will supply the CONTRACTOR with the poster to be used.

**50. CONTRACTOR'S CHARITABLE CONTRIBUTIONS COMPLIANCE**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring contractors to complete the "Charitable Contributions Certification" form, attached hereto as Attachment VII, the AUTHORITY seeks to ensure that all AUTHORITY contractors that receive or raise charitable contributions comply with California law in order to protect the AUTHORITY and its taxpayers. A contractor that receives or raises charitable contributions without complying with its obligations under California

law commits a material breach subjecting it to either Agreement termination or debarment proceedings, or both.

**51. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

The CONTRACTOR acknowledges that the AUTHORITY has established a goal of ensuring that all individuals and businesses that benefit financially from the AUTHORITY through Agreement are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the Los Angeles County and its taxpayers. Unless the CONTRACTOR qualifies for an exemption or exclusion, the CONTRACTOR warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with the County's Defaulted Tax Program pursuant to Los Angeles County Code, Chapter 2.206.

**52. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in the above paragraph, Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program, shall constitute default under this Agreement. Without limiting the rights and remedies available to the AUTHORITY under any other provision of this Agreement, failure of the CONTRACTOR to cure such default within ten (10) days of notice shall be grounds upon which the AUTHORITY may terminate this Agreement and/or pursue debarment of the CONTRACTOR, pursuant to County's Defaulted Property Tax Reduction Program pursuant to Los Angeles County Code, Chapter 2.206.

The attached Los Angeles County Code, Chapter 2.206, Defaulted Property Tax Reduction Program and Certification of Compliance with the County's Defaulted Property Tax Reduction Program, are attached hereto as Attachments X and XI, respectively, and incorporated by reference into and made part of this Agreement.

**53. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM**

This Contract is subject to the provisions of the Los Angeles County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification as a Local Small Business Enterprise.

If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the Housing Authority any difference between the contract amount and what the Housing Authority's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the County Office of Small Business of this information prior to responding to a solicitation or accepting a contract award.

#### **54. AUTHORIZATION WARRANTY**

Each party represents and warrants that the person executing this Agreement or any amendment thereto for that party is an authorized agent of such party who has actual authority to bind the party to each and every term, condition and obligation of this Agreement, and that all requirements of each party have been fulfilled to provide such actual authority.

#### **55. ENTIRE AGREEMENT**

This Agreement with attachments supersedes any and all other agreements, and constitutes the entire understanding and agreement of the parties. This Agreement includes the following attachments:

- I. Insurance
- II. CONTRACTOR'S Scope of Services
- III. CONTRACTOR'S Fee Schedule
- IV. Services Performed by AUTHORITY



- V. Federal Lobbyist Certification
- VI. California Charities Regulation Notice
- VII. Charitable Giving Certification
- VIII. Earned Income Credit Notice
- IX. Safely Surrendered Baby Law Fact Sheets
- X. Los Angeles County Code, Chapter 2.206
- XI. Defaulted Property Tax Reduction Program Certificate of Compliance

[illegible]

**SIGNATURES**

IN WITNESS WHEREOF, the CONTRACTOR and the AUTHORITY have executed this Agreement through their duly authorized officers.

HOUSING AUTHORITY  
OF THE COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Sean Rogan  
Executive Director

Date: \_\_\_\_\_

CONTRACTOR:

COUNTY OF LOS ANGELES  
DEPARTMENT OF MENTAL HEALTH

By \_\_\_\_\_  
Marvin J. Southard, D.S.W.  
Director

Date: \_\_\_\_\_

APPROVED AS TO PROGRAM:  
HOUSING AUTHORITY  
OF THE COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Margarita Lares, Director  
Assisted Housing Division

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
John F. Krattli  
County Counsel

BY \_\_\_\_\_  
Deputy County Counsel

Date: \_\_\_\_\_

### **ATTACHMENT I – INSURANCE REQUIREMENTS**

Without limiting the CONTRACTOR's indemnifications provided in this Agreement, the CONTRACTOR shall procure and maintain, at the CONTRACTOR's sole expense for the duration of this Agreement unless otherwise set forth herein, the insurance policies described herein. Such insurance shall be secured from carriers admitted in California, or authorized to do business in California. Such carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be approved by the California Department of Insurance and must be included on the California Department of Insurance List of Eligible Surplus Line Insurers (hereinafter "LESLI"). Such carriers must have a minimum rating of or equivalent to A:VIII in Best's Insurance Guide. The CONTRACTOR shall, concurrent with the execution of this Agreement, deliver to the AUTHORITY certificates of insurance with original endorsements evidencing the insurance coverage required by this Agreement. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this Agreement, but no later than thirty (30) days following execution of this Agreement. The certificates and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. The AUTHORITY reserves the right to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to the AUTHORITY and may provide for such deductibles as may be acceptable to the AUTHORITY. Any self-insurance program and self-insured retention must be separately approved by the AUTHORITY. In the event such insurance does provide for deductibles or self-insurance, the CONTRACTOR agrees that it will defend, indemnify and hold harmless the AUTHORITY, Commission, County, and their elected and appointed officers, officials, representatives, employees, and agents in the same manner as they would have been defended, indemnified and held harmless if full coverage under any applicable policy had been in effect. Each such certificate shall stipulate that the AUTHORITY be given at least thirty (30) days' written notice in advance of any cancellation or any reduction in limit(s) for any policy of insurance required herein. The CONTRACTOR shall give the AUTHORITY immediate notice of any insurance claim or loss which may be covered by insurance. The CONTRACTOR represents and warrants that the insurance coverage required herein will also be provided by any entities with which the CONTRACTOR contracts, as detailed below. All certificates of insurance and additional insured endorsements shall carry the following identifier:

#### **COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH**

The insurance policies set forth herein shall be primary insurance with respect to the AUTHORITY. The insurance policies shall contain a waiver of subrogation for the benefit of the AUTHORITY. Failure on the part of the CONTRACTOR, and/or any entities with which the CONTRACTOR contracts, to procure or maintain the insurance coverage required herein may, upon the AUTHORITY's sole discretion, constitute a material breach of this Agreement pursuant to which the AUTHORITY

**ATTACHMENT I – INSURANCE REQUIREMENTS (CONTINUED)**

may immediately terminate this Agreement and exercise all other rights and remedies set forth herein, at its sole and absolute discretion, and without waiving such default or limiting the rights or remedies of the AUTHORITY, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the AUTHORITY shall be immediately repaid by the CONTRACTOR to the AUTHORITY upon demand including interest thereon at the default rate. In the event of such a breach, the AUTHORITY shall have the right, at its sole election, to participate in and control any insurance claim, adjustment, or dispute with the insurance carrier. The CONTRACTOR's failure to assert or delay in asserting any claim shall not diminish or impair the AUTHORITY's rights against the CONTRACTOR or the insurance carrier.

When the CONTRACTOR is naming the AUTHORITY as an additional insured on any of the insurance policies set forth herein, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 10 01. When any entity with which the CONTRACTOR is contracting, is naming the Commission as an additional insured on any of the insurance policies set forth herein, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 11 85.

The following insurance policies shall be maintained by the CONTRACTOR and any entity with which the CONTRACTOR contracts for the duration of this Agreement, unless otherwise set forth herein:

- A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate	\$2,000,000
Products/Completed/On-Going Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The Commission, AUTHORITY, County, and each of their elected and appointed officers, officials, representatives, employees, and agents, shall be named as additional insureds for CONTRACTOR'S work on such policy. This policy must be primary & non-contributory and shall also include a sexual abuse and molestation endorsement.

- B. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such insurance shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto". The AUTHORITY and their Agents shall be named as additional insureds on such policy.

**ATTACHMENT I – INSURANCE REQUIREMENTS (CONTINUED)**

- C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing worker's compensation benefits, as required by the Labor Code of the State of California. *This must include a waiver of subrogation in favor of the AUTHORITY and their Agents.* In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
Disease-policy limit	\$1,000,000
Disease-each employee	\$1,000,000

- D. PROFESSIONAL LIABILITY INSURANCE, including coverage for personal injury, death, property damage, and contractual liability in an amount not less than One Million Dollars (\$1,000,000) for each occurrence (Two Million Dollars (\$2,000,000) general aggregate). Said insurance shall be maintained for the statutory period during which the professional maybe exposed to liability. If the CONTRACTOR is not providing professional services, then it is the responsibility of the CONTRACTOR to obtain separate written approval from the AUTHORITY to eliminate this professional liability insurance requirement. The CONTRACTOR shall require that the aforementioned professional liability insurance coverage language be incorporated into its contract with any other entity with which it contracts for professional services.

The CONTRACTOR agrees that it will require all of the above mentioned insurance requirements be incorporated in its contract with any entity with which it contracts in relation to this Agreement or in relation to the property, project, work, or services that is the subject of this Agreement.

**ATTACHMENT II – STATEMENT OF WORK****HOUSING AUTHORITY COUNTY OF LOS ANGELES  
CONTINUUM OF CARE TBRA PROGRAM**

NAME OF ORGANIZATION: LOS ANGELES COUNTY DEPARTMENT  
OF MENTAL HEALTH

MAILING ADDRESS: 695 S. VERMONT AVENUE, 10<sup>TH</sup> FLOOR  
LOS ANGELES, CA 90005

CONTACT PERSON: MARVIN J. SOUTHARD, D.S.W.  
DIRECTOR

TARGET POPULATION: HARD TO SERVE HOMELESS FAMILIES  
WITH AIDS OR HIV, MENTAL ILLNESS  
OR DUAL DIAGNOSIS OF MENTAL  
ILLNESS AND SUBSTANCE ABUSE

NUMBER OF FAMILIES SERVED: TWENTY-FIVE (25)

DURATION OF PROJECT: ONE (1) YEAR

PROGRAM OBJECTIVES: To provide a subsidy to pre-qualified Families to enable them to lease housing of their choice in which the Family lives independently in permanent, low-cost housing in residential neighborhoods.

In accepting a referral for a Participation Agreement from the CONTRACTOR, the AUTHORITY expects that the family/individual meets certain readiness criteria, and that the CONTRACTOR provide on-going supportive services for a period of time not less than the duration of this agreement.

**SERVICES TO BE PROVIDED BY THE CONTRACTOR****A. Client Eligibility**

1. Of the total persons served, one hundred percent (100%) shall be of low income.
2. The CONTRACTOR shall ensure that of the population served, it outreaches to the chronically homeless as per regulations set at 24CFR 578.53(e)(13) and that it is adequately documented for the Annual Progress Report.
3. The CONTRACTOR shall ensure that of the population served, persons to be served under this Agreement shall include hard-to-serve homeless

## **ATTACHMENT II – STATEMENT OF WORK**

Families with disabilities, as per Program Regulations at 24CFR 578.53(c) and adequately verify Homelessness. Hard-to-serve homeless Families primarily include those who are seriously mentally ill, have chronic problems with alcohol, drugs, or both, or have Acquired Immune Deficiency Syndrome (AIDS) and related disease(s). The Program provides rental assistance for permanent housing for homeless persons with disabilities.

4. The target population of the persons to be served under this Agreement shall be individuals and families with members who are disabled including the seriously mentally ill.
5. The CONTRACTOR shall, in its client intake or admission criteria, require documents applicable to each Family for verifying client eligibility regarding Family status, disability, residency (i.e., homeless) and income.
6. The total, original verified information packet shall be forwarded to the AUTHORITY'S Continuum of Care Program staff for review, approval, and acceptance into Continuum of Care Program. Failure to submit **all** applicable verification will delay the eligibility process and the issuance of the Participation Agreement.
7. The CONTRACTOR shall maintain a file with copies of all verified information, therein, along with case management documentation, and made available for examination in accordance with Section 41, ACCESS AND RETENTION OF RECORDS, of the Agreement.

### **B. Services and Duties of CONTRACTOR**

1. The CONTRACTOR shall ensure that twenty-five (25) homeless participants with disabilities (primarily those who are seriously mentally ill; have chronic problems with alcohol, drugs or both; or have HIV/AIDS or related diseases) and their families are placed in and/or assisted to remain in qualified housing. The CONTRACTOR shall refer eligible persons every month to the AUTHORITY following the effective date of this Agreement until the Program has achieved full participation.
2. The CONTRACTOR shall ensure that each participant who signs the Program's Participant Agreement and is placed in housing will receive supportive services. Participants will pay 30% of their adjusted income towards the rent.
3. The CONTRACTOR shall ensure that the Continuum of Care Program targets homeless families who have chronic alcohol and/or other drug abuse disabilities, mental illness and/or HIV/AIDS.

**ATTACHMENT II – STATEMENT OF WORK**

4. The CONTRACTOR shall make best efforts to assist persons with dual diagnosis of both serious mental illness and chronic substance abuse problems.
5. The CONTRACTOR shall submit to the AUTHORITY pre-applications from persons eligible to be served in a Continuum of Care funded project.
6. The CONTRACTOR agrees to provide an unconditional commitment (contingent only upon award of grant) via cash or in-kind match of not less than 25 percent than the total grant funding awarded in accordance with rates provided in Attachment III, Fee Schedule, and as specified below:
  - A match in the amount of at least \$93,459 has been committed by CONTRACTOR during the term of this grant;
  - A fee schedule, listing the supportive services; the profession of each provider; and the hourly cost of the services to be provided, is made part of this Agreement as Attachment III.

In compliance with Program regulations set forth at 24CFR 578.73 and applicable cost sharing and match requirements for nonprofits found at 24CFR 84.23.

The CONTRACTOR will be required to report on matching funds expended in their Annual Progress Report at the end of each grant's operating year. All match must be used for eligible activities as required in the CoC Program Interim Rule, 24 CFR 578, subpart D. Matching funds are subject to monitoring by the AUTHORITY or HUD; they should be well documented throughout the operating year and be able to be tied to specific clients. The CONTRACTOR must keep and make available, for inspection, records documenting the match contribution.

7. The CONTRACTOR shall provide participants with eligible and appropriate services, as per Program regulations set forth at 24CFR 578.53, that address the special needs of the program participants, ensuring that -
  - I. Supportive services assist program participants to obtain and maintain housing;
  - II. An annual assessment of the service needs of the program participants is conducted and services are adjusted accordingly;
  - III. Supportive services provided to the residents throughout the duration of their residence in the project;



**ATTACHMENT II – STATEMENT OF WORK****IV. Eligible supportive services are:**

- a. Annual Assessment of Service Needs. The costs of the assessment required by § 578.53(a)(2) are eligible costs.
- b. Assistance with moving costs. Reasonable one-time moving costs (security deposits in an amount not to exceed 2 months of rent) are eligible and include truck rental and hiring a moving company.
- c. Case management. The costs of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant(s) are eligible costs. Component services and activities consist of:
  - (i) Counseling;
  - (ii) Developing, securing, and coordinating services;
  - (iii) Using the centralized or coordinated assessment system as required under § 578.23(c)(9).
  - (iv) Obtaining federal, State, and local benefits;
  - (v) Monitoring and evaluating program participant progress;
  - (vi) Providing information and referrals to other providers;
  - (vii) Providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, and stalking; and
  - (viii) Developing an individualized housing and service plan, including planning a path to permanent housing stability.
- d. Child care. The costs of establishing and operating child care, and providing child-care vouchers, for children from families experiencing homelessness, including providing meals and snacks, and comprehensive and coordinated developmental activities, are eligible.
  - (i) The children must be under the age of 13, unless they are disabled children.
  - (ii) Disabled children must be under the age of 18.
  - (iii) The child-care center must be licensed by the jurisdiction in which it operates in order for its costs to be eligible.
- e. Education services. The costs of improving knowledge and basic educational skills are eligible.
  - (i) Services include instruction or training in consumer education, health education, substance abuse prevention, literacy, English as a Second Language, and General Educational Development (GED).

**ATTACHMENT II – STATEMENT OF WORK**

- (ii) Component services or activities are screening, assessment and testing; individual or group instruction; tutoring; provision of books, supplies, and instructional material; counseling; and referral to community resources.
- f. Employment assistance and job training. The costs of establishing and operating employment assistance and job training programs are eligible, including classroom, online and/or computer instruction, on-the-job instruction, services that assist individuals in securing employment, acquiring learning skills, and/or increasing earning potential. The cost of providing reasonable stipends to program participants in employment assistance and job training programs is also an eligible cost.
  - (i) Learning skills include those skills that can be used to secure and retain a job, including the acquisition of vocational licenses and/or certificates.
  - (ii) Services that assist individuals in securing employment consist of:
    - a. Employment screening, assessment, or testing;
    - b. Structured job skills and job-seeking skills;
    - c. Special training and tutoring, including literacy training and pre-vocational training;
    - d. Books and instructional material;
    - e. Counseling or job coaching; and
    - f. Referral to community resources.
- g. Food. The cost of providing meals or groceries to program participants is eligible.
- h. Housing search and counseling services. Costs of assisting eligible program participants to locate, obtain, and retain suitable housing are eligible.
  - (i) Component services or activities are tenant counseling; assisting individuals and families to understand leases; securing utilities; and making moving arrangements.
  - (ii) Other eligible costs are:
    - a. Mediation with property owners and landlords on behalf of eligible program participants;
    - b. Credit counseling, accessing a free personal credit report, and resolving personal credit issues; and
    - c. The payment of rental application fees.

**ATTACHMENT II – STATEMENT OF WORK**

- i. Legal services. Eligible costs are the fees charged by licensed attorneys and by person(s) under the supervision of licensed attorneys, for advice and representation in matters that interfere with the homeless individual or family's ability to obtain and retain housing.
  - i. Eligible subject matters are child support; guardianship; paternity; emancipation; legal separation; orders of protection and other civil remedies for victims of domestic violence, dating violence, sexual assault, and stalking; appeal of veterans and public benefit claim denials; landlord tenant disputes; and the resolution of outstanding criminal warrants.
  - ii. Component services or activities may include receiving and preparing cases for trial, provision of legal advice, representation at hearings, and counseling.
  - iii. Fees based on the actual service performed (i.e., fee for service) are also eligible, but only if the cost would be less than the cost of hourly fees. Filing fees and other necessary court costs are also eligible. If the subcontractor is a legal services provider and performs the services itself, the eligible costs are the subcontractor employees' salaries and other costs necessary to perform the services.
  - iv. Legal services for immigration and citizenship matters and issues related to mortgages and homeownership are ineligible. Retainer fee arrangements and contingency fee arrangements are ineligible.
- j. Life skills training. The costs of teaching critical life management skills that may never have been learned or have been lost during the course of physical or mental illness, domestic violence, substance abuse, and homelessness are eligible. These services must be necessary to assist the program participant to function independently in the community. Component life skills training are the budgeting of resources and money management, household management, conflict management, shopping for food and other needed items, nutrition, the use of public transportation, and parent training.
- k. Mental health services. Eligible costs are the direct outpatient treatment of mental health conditions that are provided by professionals. Component services are crisis interventions; counseling; individual, family, or group therapy sessions; the prescription of psychotropic medications or explanations about the use and management of medications; and combinations of therapeutic approaches to address multiple problems.

**ATTACHMENT II – STATEMENT OF WORK**

- I. Outpatient health services. Eligible costs are the direct outpatient treatment of medical conditions when provided by licensed medical professionals including:
  - (i) Providing an analysis or assessment of an individual's health problems and the development of a treatment plan;
  - (ii) Assisting individuals to understand their health needs;
  - (iii) Providing directly or assisting individuals to obtain and utilize appropriate medical treatment;
  - (iv) Preventive medical care and health maintenance services, including in-home health services and emergency medical services;
  - (v) Provision of appropriate medication;
  - (vi) Providing follow-up services; and
  - (vii) Preventive and non-cosmetic dental care.
  
- m. Outreach services. The costs of activities to engage persons for the purpose of providing immediate support and intervention, as well as identifying potential program participants, are eligible.
  - (i) Eligible costs include the outreach worker's transportation costs and a cell phone to be used by the individual performing the outreach.
  - (ii) Component activities and services consist of: initial assessment; crisis counseling; addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries; actively connecting and providing people with information and referrals to homeless and mainstream programs; and publicizing the availability of the housing and/or services provided within the geographic area covered by the Continuum of Care.
  
- n. Substance abuse treatment services. The costs of program participant intake and assessment, outpatient treatment, group and individual counseling, and drug testing are eligible. Inpatient detoxification and other inpatient drug or alcohol treatment are ineligible.
  
- o. Transportation. Eligible costs are:
  - (i) The costs of program participant's travel on public transportation or in a vehicle provided by the CONTRACTOR or subcontractor to and from medical care, employment, child care, or other services eligible under this section.
  - (ii) Mileage allowance for service workers to visit program participants and to carry out housing quality inspections;
  - (iii) The cost of purchasing or leasing a vehicle in which staff transports program participants and/or staff serving program participants;
  - (iv) The cost of gas, insurance, taxes, and maintenance for the vehicle;

**ATTACHMENT II – STATEMENT OF WORK**

- (v) The costs of recipient or CONTRACTOR staff to accompany or assist program participants to utilize public transportation; and
- (vi) If public transportation options are not sufficient within the area, the CONTRACTOR may make a one-time payment on behalf of a program participant needing car repairs or maintenance required to operate a personal vehicle, subject to the following:
  - a. Payments for car repairs or maintenance on behalf of the program participant may not exceed 10 percent of the Blue Book value of the vehicle (Blue Book refers to the guidebook that compiles and quotes prices for new and used automobiles and other vehicles of all makes, models, and types);
  - b. Payments for car repairs or maintenance must be paid by the recipient or CONTRACTOR directly to the third party that repairs or maintains the car; and
  - c. The CONTRACTOR may require program participants to share in the cost of car repairs or maintenance as a condition of receiving assistance with car repairs or maintenance.
- p. Utility deposits. This form of assistance consists of paying for utility deposits. Utility deposits must be a one-time fee, paid to utility companies.
- q. Direct provision of services. If the service described in paragraphs (IV)(a) through (IV)(p) of this section is being directly delivered by the CONTRACTOR, eligible costs for those services also include:
  - (i) The costs of labor or supplies, and materials incurred by the CONTRACTOR or subcontractor in directly providing supportive services to program participants; and
  - (ii) The salary and benefit packages of the CONTRACTOR staff who directly deliver the services.
- r. The CONTRACTOR agrees:
  - (1) To ensure the operation of the project(s) in accordance with the provisions of the McKinney-Veto Act and all requirements under 24 CFR part 578;
  - (2) To monitor and report the progress of the project(s) to the AUTHORITY and HUD;
  - (3) To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
  - (4) To obtain certifications from sub-contractors with respect to:

**ATTACHMENT II – STATEMENT OF WORK**

- (i) Confidentiality of records, specifically for those records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
  - (ii) Confidentiality of the address or location of any family violence project assisted under this part; whereas records ***will not*** be made public, except with written authorization of the person responsible for the operation of such project;
  - (iii) Establishment of policies and practices that enable program participants to exercise rights afforded to them under subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
  - (iv) Designation of staff in family projects to ensure that children of program participants are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and other appropriate services or programs authorized under subtitle B of title VII of the Act;
  - (v) Status of the sub-contractor, its officers, and employees regarding debarment or suspension of business with the Federal Government; and
  - (vi) Agreement to provide information, such as data and reports, as required by AUTHORITY; and
- (5) To monitor the required match and report on match to the AUTHORITY;
  - (6) To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
  - (7) To monitoring requirements at least annually;
  - (8) To use the centralized or coordinated assessment system established by the Continuum of Care as set forth in § 578.7(a)(8). A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;
  - (9) To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including the minimum requirements set forth in § 578.7(a)(9);
  - (10) Enter into sub-contractor agreements requiring sub-contractors to operate the project in accordance with the provisions of this Agreement and all requirements under 24 CFR part 578 and conditions specified in the applicable CoC Program Notice of Funding Availability (NOFA).

**ATTACHMENT II – STATEMENT OF WORK**

- s. The CONTRACTOR agrees to maintain compliance with adequate Accounting Procedures to ensure the proper disbursal of, and accounting for, CoC Program administrative cost grant funds and all financial transactions are conducted and that records are maintained and/or Submitted to the AUTHORITY in accordance with generally accepted accounting principles. Records of all payment requests are made in compliance with 24 CFR § 84 and § 85.

# **ATTACHMENT III**

## **FEE SCHEDULE**



ATTACHMENT IV

**HOUSING AUTHORITY COUNTY OF LOS ANGELES  
CONTINUUM OF CARE PROGRAM**

SERVICES TO BE PERFORMED BY THE AUTHORITY

- A. The AUTHORITY will provide the following:
1. The appropriate rental assistance services detailed in 24 CFR, Part 578.51 for eligible participants.
  2. Training for the CONTRACTOR staff and notification to the CONTRACTOR staff of any changes in regulation, policy, or rules.
  3. Sufficient copies of all forms necessary for processing clients.
  4. A staff liaison to facilitate application and eligibility procedures.
- B. The AUTHORITY assumes no responsibility to pay for salaries or any other expenses of the CONTRACTOR. It is understood by both parties that the AUTHORITY makes no commitment to provide rental assistance for this project beyond the term of this Agreement.

ATTACHMENT V

**HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES**  
**FEDERAL LOBBYIST REQUIREMENTS**  
**CERTIFICATION**

Name of Firm: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the Department of Housing and Urban Development (HUD) and the Housing Authority of the County of Los Angeles:

1. No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification hereof, and;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;
3. The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

ATTACHMENT VI**BACKGROUND AND RESOURCES:  
CALIFORNIA CHARITIES REGULATION**

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fundraising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A bidder/proposer on Commission and/or Housing Authority contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

**RESOURCES**

The following resource references are offered to assist bidders/proposers who engage in charitable contributions activities, however, each bidder/proposer is responsible to research and determine its own legal obligations and properly complete the Charitable Contributions Certification form.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://caag.state.ca.us/>, contains much information helpful to regulated charitable organizations.

**1. LAWS AFFECTING NONPROFITS**

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://caag.state.ca.us/charities/statutes.htm>.

**2. SUPPORT FOR NONPROFIT ORGANIZATIONS**

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the Commission of such organizations.

ATTACHMENT VII**CHARITABLE CONTRIBUTIONS CERTIFICATION**


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 Company Name

---

 Address

---

 Internal Revenue Service Employer Identification Number

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 California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATIONYES NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a Community Development Commission (CDC) and or Housing Authority contract, it will comply with them in a timely manner and provide the CDC and/or Housing Authority a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

[ ] [ ]

ORYES NO

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

[ ] [ ]

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 Signature

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 Date

---

 Name and Title (please type or print)

## ATTACHMENT VIII



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2009)

### Have You Told Your Employees About the Earned Income Credit (EIC)?

#### What Is the EIC?

The EIC is a refundable tax credit for certain workers.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note.** You are encouraged to notify each employee whose wages for 2009 are less than \$48,279 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2010.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at [www.irs.gov](http://www.irs.gov) or by calling 1-800-829-3676.

#### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

#### How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2009 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2009 and owes no tax but is eligible for a credit of \$829, he or she must file a 2009 tax return to get the \$829 refund.

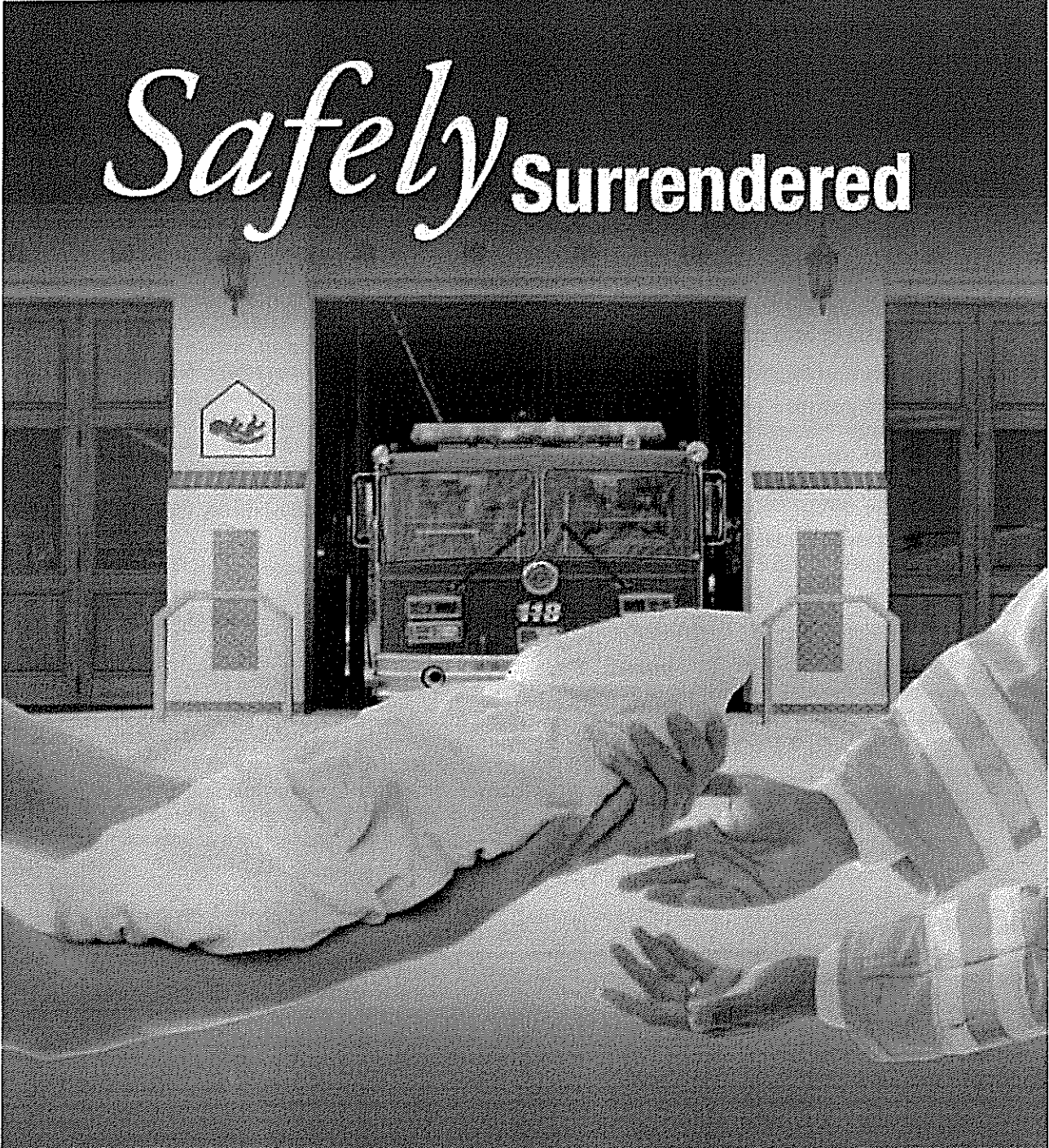
#### How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2010 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015 (Rev. 12-2009)  
Cat. No. 205991


ATTACHMENT IX

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723  
[www.babysafe-la.org](http://www.babysafe-la.org)





In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

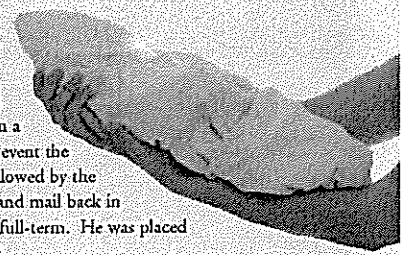
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

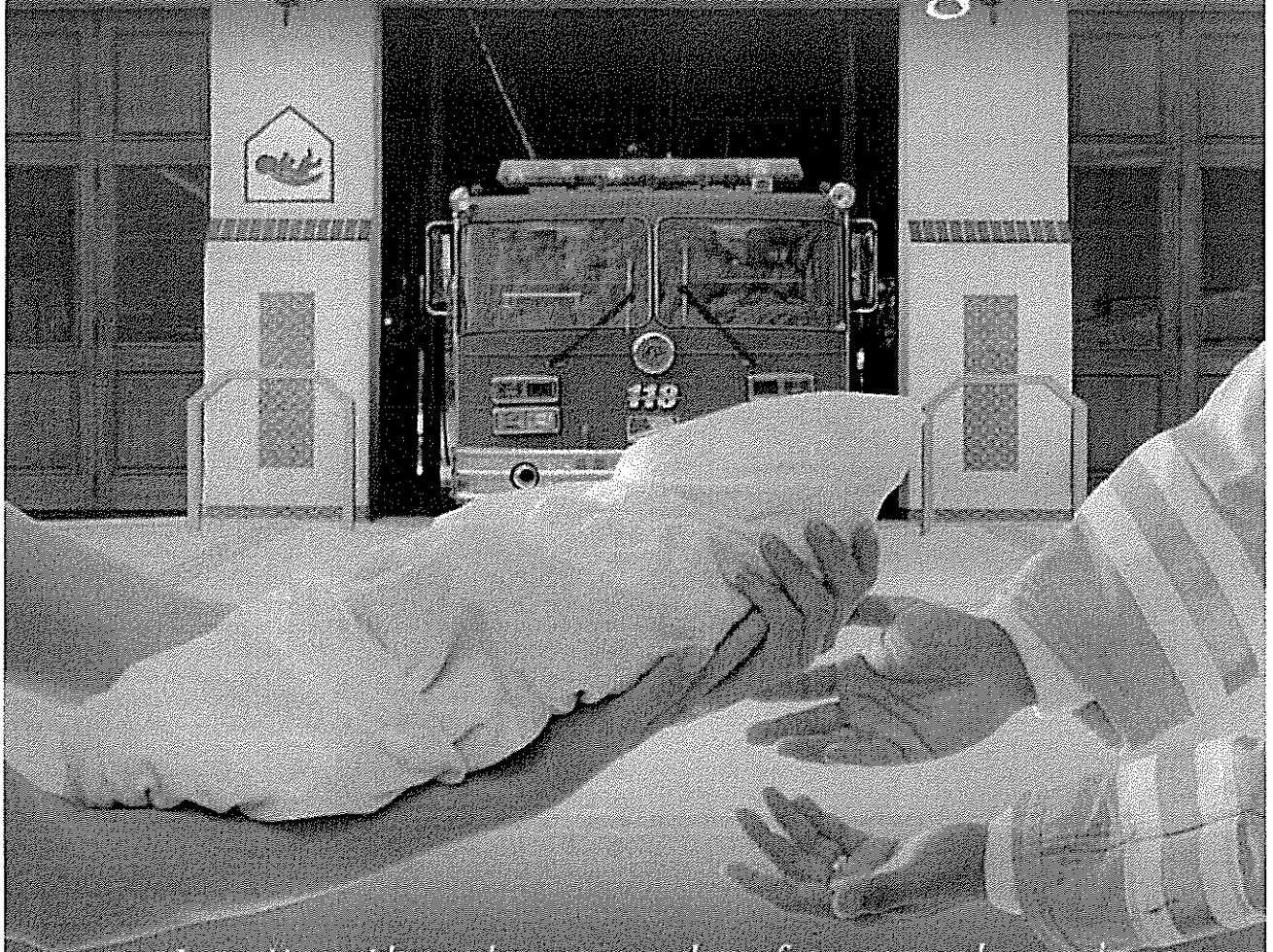
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal  
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)





En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafe-la.org

# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

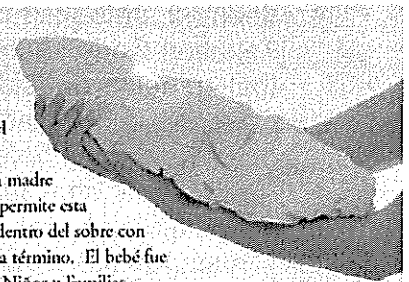
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del periodo de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



ATTACHMENT X

**COUNTY OF LOS ANGELES  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM  
(Los Angeles County Code 2.206)**

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

**2.206.010 Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.030 Applicability.**

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.040 Required solicitation and contract language.**

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.050 Administration and compliance certification.**

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.060 Exclusions/Exemptions.**

- A. This chapter shall not apply to the following contracts:
  - 1. Chief Executive Office delegated authority agreements under \$50,000;
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
  - 3. A purchase made through a state or federal contract;
  - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
  - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.

6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
  7. Program agreements that utilize Board of Supervisors' discretionary funds;
  8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
  9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
  10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
  11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
  12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
  14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

#### **2.206.070 Enforcement and remedies.**

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
  1. Recommend to the Board of Supervisors the termination of the contract; and/or,
  2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
  3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

#### **2.206.080 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

ATTACHMENT XI**DEFAULTED PROPERTY TAX REDUCTION PROGRAM  
CERTIFICATION OF COMPLIANCE**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For:	Services:	

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County's Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

**- OR -**

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060. The following exemption applies to my contract:

- ☐ Mandated by federal or state law or a condition of federal or state program;
- ☐ The purchase is made through a state or federal contract;
- ☐ The purchase is made for equipment or supplies for, or by the National Association of Counties,, U.S. Communities Government Purchasing Alliance, or other similar related group purchasing organization;
- ☐ Sole source provider with exclusive and proprietary rights to services or goods;
- ☐ Emergency services provider for services or goods;
- ☐ Provide mission critical goods and/or services and is determined to be exempt by the Board of Commissioners;
- ☐ Required to comply with the laws of the United States or California, which are inconsistent with this program.

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name:	Title:
Signature:	Date:

